CITY OF GLENDALE

Human Resources Policy No. 201

Title: **Employment**

Effective Date: **7/1/2000** Revised: **07/01/2014**

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I. PURPOSE

The City of Glendale's employment strategy is to attract and retain a diverse, highly skilled workforce Consideration is given to the City's diversity goals and objectives, federal and state EEO laws and the overall staffing needs of each department. This is accomplished through the use of various recruitment and selection techniques In addition, the City is committed to the principles of affirmative action, which encourages the recruitment and equal opportunities for all qualified, diverse applicants throughout all levels of the organization.

This policy applies to all City employees, unless otherwise specified in the governing Memorandums of Understanding for represented employees.

II. PROCESS

A. Authority

1. Recruitment and Selection Process

Per the City's charter, the City Manager or designee has the final decision making authority with regard to the recruitment and selection process.

2. Vacancies and Needs Assessment

a. When a vacancy occurs, the department shall notify Human Resources & Risk Management by submitting a Request for Personnel (RFP) form.

b. Human Resources & Risk Management will meet with department representative(s) to outline the steps in the recruitment and selection process The position will be analyzed to make sure the job description is current and reflective of the current requirements of the position. All components of the selection process will be determined prior to the posting of the recruitment

c The majority of vacancies will be filled through an "Open-Competitive" recruitment process. These recruitments are open to the public. "Closed Competitive" recruitments are open only to regular status employees and temporary personnel Closed Competitive recruitments must be approved

by the Human Resources & Risk Management Director If a department director wants to open a closed competitive recruitment, they must submit their request to Human Resources & Risk Management and include an explanation of how it will result in hiring the highest qualified employee.

3. **Advertisement**

The Human Resources & Risk Management Department will advise departments on advertising and outreach approaches to ensure a qualified applicant pool. Labor market conditions and/or any special requirements of the position will determine recruiting sources to be used and the recruitment time period. All advertising will be placed by Human Resources & Risk Management and charged back to the hiring department

4. **Postings**

a. Notices of all City recruitments will be posted on the City's website and any other sources identified by the hiring authority and Human Resources & Risk Management

b. All applications for employment will be made on official forms supplied by the Human Resources & Risk Management Department Resumes will be accepted only as a supplement to the application. Applications will be accepted only during the posted recruitment period A separate application must be completed for each position

c. The Human Resources & Risk Management Department reserves the right to extend the recruiting period if the pool of qualified candidates is limited (for example: small number of applicants) and/or not sufficient.

5. **Applicant Screening**

a. Screening Applications

i. Applications will be screened for the minimum qualifications (MQs). Each application is reviewed for the education and experience that meets the stated MQs on the job announcement. Any equivalent combination of education and experience will also be considered. Applicants who do not meet the MQs for a position shall not be eligible for employment

ii. Applicants that meet MQs will be placed on an eligibility list and their applications will be forwarded to the hiring department.

b. Notifications

i The Human Resources & Risk Management Department will notify all applicants that their application has been received and that they will be contacted by the hiring department only if selected to continue in the selection process

ii. The hiring authority must develop selection criteria in order to further narrow the candidate pool Human Resources & Risk Management will assist the hiring authority in developing selection

criteria that is job related and specific to the position that is being filled

6. **Interview Process and Assessments**

All recruitment processes must include an in-person panel interview The process may also contain additional assessments, including written assessments, skill assessments, and physical ability assessments as they relate to the positions. Departments must submit the names of applicants to be interviewed, assessment materials if applicable, and panel composition to Human Resources & Risk Management prior to beginning the interview process. Human Resources & Risk Management will review and approve all materials and the composition of the interview panels to ensure diversity.

i Candidates who are selected to continue with the interview process will be notified by the hiring authority in advance regarding the next steps of the interview process. If candidates request a reasonable accommodation, the hiring authority must coordinate this request through Human Resources & Risk Management.

ii Panel Composition
Human Resources & Risk Management will assist the hiring authority in selection of diverse interview panel members. Panel members should be knowledgeable of the position and the department where the vacancy exists

iii. Interview Questions
Human Resources & Risk Management will assist the hiring authority with the development of interview questions that will assist in judging candidate's qualifications, level of skills, and overall competence.

b. Reasonable Accommodations

i. The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the City of Glendale to comply with all Federal and state laws concerning the employment of persons with disabilities The City's policy prohibits discrimination against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

7. **Selection**

a. Reference Checks

i Reference checks will be conducted on all applicants that are being considered for hire prior to an offer being extended

ii Education and professional certifications shall also be confirmed.

b Conditional Offer

i. Prior to making a job offer, the hiring authority will consult with Human Resources & Risk Management to discuss the selection, start date, salary offers, etc. All recruitment materials must be reviewed and confirmed by Human Resources & Risk Management prior to an offer being extended.

ii. The hiring authority will consult with their management to discuss the selection. Appointed positions and City Manager staff will discuss selections with the Assistant City Manager

iii. Once the candidate has been selected and a salary offer is confirmed, Human Resources & Risk Management will extend a verbal offer on behalf of the hiring authority (contingent upon successful completion of the background check). A post-offer medical examination may also be required depending on the position.

c. Medical and Psychological Examination

i. A post-offer medical examination is required for certain positions designated by the City and all positions requiring a Commercial Driver's License (CDL). A post-offer drug and alcohol screen is also required within twenty-four (24) hours of the job offer if the position is designated as safety sensitive An authorization form and job description must be given to the City's authorized medical facility when the employee reports for the physical examination Human Resources & Risk Management will notify the hiring department of the results.

ii. The Police Department requires a post-offer drug and alcohol screen for all of their employees and a post-offer psychological examination for sworn employees Police Department personnel will manage all details related to the scheduling and administration of post-offer drug and alcohol screens and psychological examinations

iii The Fire Department requires a post-offer drug and alcohol screen and fire fighter physical for sworn non-promotional new hires. Fire Department personnel will manage all details related to the scheduling and administration of post-offer drug and alcohol screens and physicals for its employees.

iv. Human Resources & Risk Management is available to assist in making determinations of fitness for employment based on results of post-offer examinations

d Fingerprinting

i All regular status employees, temporary personnel and volunteers must be fingerprinted at the start of employment

ii. A criminal conviction does not constitute an automatic bar to employment. Each case is considered individually and is based on job duties and requirements. Fingerprint results will be forwarded to Human Resources & Risk Management. Human Resources & Risk Management will assist with any necessary follow-up if there are criminal convictions

iii. Applicants who fail to disclose any and all convictions on their application may be discharged from City service and will not be considered for employment for a minimum of six months

e. Recordkeeping

i The Human Resources & Risk Management Department will be responsible for the maintenance of all records pertaining to open positions. In the event a claim is filed against the City, these records will be used to provide evidence of the valid criteria used by the City in making hiring decisions.

ii. All recruitment and assessment materials, including interview questions and notes, must be returned to Human Resources & Risk Management immediately after the position has been filled

f. Substance Abuse Training

i Prior to any employee being assigned to safety-sensitive duties, the employee shall receive sixty (60) minutes of substance abuse training and the supervisor shall receive one hundred and twenty (120) minutes of substance abuse training, in accordance with state and federal regulations.

g Orientation

i. All newly hired full-time and part-time regular status employees must be scheduled to attend New Employee Orientation, as soon as possible, following their date of hire

8. Initial Review Period

a. Purpose

i The initial review period is an integral and final part of a position's selection and screening process. This period is intended to allow an employee to demonstrate satisfactory competence in the new position. It also allows a supervisor a period of time in which to observe the employee's performance, train and assist the employee to adjust to the position, or to terminate an employee who does not meet the required performance standards.

ii. An employee who does not meet the required standards may be dismissed prior to the end of the initial review period without recourse to grievance or appeal procedures

b Duration

i. All original employment and promotional appointments are tentative and subject to an initial review period of six (6) months

ii. The initial review period for Police Communication Specialists and all sworn employees in the Police Department and Fire Department is twelve (12) months.

iii. Initial review periods shall not be shortened to less than six (6) months, unless the employee's initial review period is ending for failure to meet performance standards or for violation of rules and/or policy. Department directors and above have authority to end initial review periods for these reasons

iv. Human Resources & Risk Management may extend an initial review period to allow additional time for the employee to demonstrate satisfactory competence and suitability for regular status appointment to the classification. The department director must provide information to Human Resources & Risk Management explaining why it was not possible to evaluate the employee's performance in the position during the preceding six months. In no event shall the total time of the extension exceed six (6) months.

9. **Residency Requirement**

a ~~All department heads shall, within eighteen (18) months of employment, live within the City limits in order that they become and remain sensitive to the needs of the City.~~ All sworn public safety personnel must be Arizona residents at the time of hire. ~~Other positions may require employees to live within specified parameters to meet service delivery requirements. The City Manager may grant exceptions, in consideration of relocation, financial or personal hardships.~~

10. **Transfers**

a Employees may apply for a position equal in grade and qualifications to their current position when a position is open for recruitment or they may also request, in writing, through Human Resources & Risk Management that their names be placed on the eligibility list of a position equal in grade and qualifications to their current position when a recruitment is not currently open. If the employee requesting to be placed on an eligibility list meets the minimum qualifications, they will be notified in writing and the employee's name will be placed on the eligibility list for that position until the list expires. The employee will be required to compete with other applicants on the eligibility list in the selection process. If the employee does not meet the minimum qualifications, they will be notified that they have been denied and their name will not be placed on the eligibility list.

b. The City reserves the right to transfer any employee in order to meet the needs of the organization, to a similar or lower level classification, and the base rate of pay shall remain the same.

c No employee shall be transferred to a position for which he or she does not possess the minimum qualifications.

11. Voluntary Demotion

a. Employees may apply for a position they are qualified for that is lower in grade than their current position when a position is open for recruitment or they may also request, in writing, through Human Resources & Risk Management a voluntary demotion to a classification for which they are qualified when recruitment is not currently open. If the employee requesting to be placed on an eligibility list meets the minimum qualifications, they will be notified in writing and the employees name will be placed on the eligibility list for the position until the list expires. The employee will be required to compete with other applicants on the eligibility list in the selection process. If the employee does not meet the minimum qualifications, they will be notified that they have been denied and their name will not be placed on the eligibility list. For information on salary adjustments, see HR Policy #301 - CLASSIFICATION PROGRAM.

12. Re-Employment

a. Employees who leave City service in good standing may request to be placed on an open-competitive eligibility list for the classification held at the time of separation. The request must be made in writing to Human Resources & Risk Management within one year of separation. If a list does not exist, the request will be considered for any open-competitive list created for that class, within one (1) year from the date received. The person requesting re-employment will be required to compete with other applicants on the eligibility list in the selection process.

b. If re-employed, the individual shall begin as a new employee, subject to an initial review period, and will not recover benefits and credits from prior City service.

B. <u>Employment Separations</u>

1. Retirement

a See HR Policy #401 - BENEFITS PROGRAM

2. Resignation

a Employees shall give the supervisor two (2) weeks (thirty (30) days for managerial employees) advance notice in writing stating their last day of work, forwarding address, and reason for leaving. Failure to comply with this section may impose a hardship on the City and will therefore be taken into consideration, should that individual again seek employment with the City.

3. Terminations

a See HR Policy #513 - DISCIPLINARY SYSTEM.

4. **Reduction in Force (RIF) or Lay-off**

a Although infrequent, the City of Glendale may be required to initiate a Reduction-in-Force (RIF) process This process may become necessary due to a lack of work or funds, a mandated internal reorganization, or whenever it is advisable in the best interest of the City to reduce the number of regular and/or employees still within their initial review period

b The City of Glendale may take seniority into consideration as a factor in determining which employees to lay-off and the timing of each employee's lay-off. Seniority will also be considered as a factor in re-hiring employees. However, seniority will be just one factor, and other factors such as business necessity, relevant and applicable expertise, and past performance, will also be taken into account in making these decisions

c Employees still within their initial review period in the same classification for which a regular employee is qualified and identified for RIF shall be laid-off first. Temporary personnel performing assignments similar to those of a regular employee who have been identified for RIF shall also be laid-off first.

d Determination/Selection

i The City Manager may authorize a reduction in the City's work force (lay-off) whenever he/she determines such a lay-off is deemed in the best interest of the City due to a shortage of funds, reduction in or lack of, work, elimination of positions, change in the duties of positions, and such other reasons as deemed appropriate.

ii Once the City Manager determines the classifications and the number of employees to be affected by a lay-off, the Assistant City Manager and department directors, in consultation with Human Resources & Risk Management, shall determine which employees within an affected classification are to be laid-off.

e Notification

i Employees identified to be laid-off shall be given notice, both verbal and written, by their department director that they have been laid-off, no less than thirty (30) days from receipt of the written notice, due to a RIF

f. Bumping/Alternative Placement

i An affected employee who has held a position in another classification with the City may return to ("bump back") the most recent previous classification and position held by the employee, if: 1 there is a vacant position in that classification; 2 the employee performed satisfactorily in that previous classification/position; 3 the previous classification has not been eliminated; 4. the employee meets the current minimum job requirements for the

position/classification; and 5 the employee has more seniority than any other employee also laid-off within the classification. The employee must file a written request to "bump back" with Human Resources & Risk Management within five (5) days after receipt of the written notice of lay-off. Business necessity, relevant and applicable expertise, and past performance will be taken into account in making a decision regarding an affected employee's bumping rights.

ii If the salary of an affected employee who has "bumped back" is greater than the top of the salary range for the classification into which the affected employee has moved, the employee's salary shall be adjusted to the maximum of the salary range for that classification

iii. The provisions of this section do not apply to any employees or positions represented under current Memoranda of Understanding in place with the City

iv An affected employee who is qualified to do the same type of work as temporary or seasonal personnel may apply for that temporary assignment. If Human Resources & Risk Management determines the affected employee to be qualified for that temporary assignment, the affected employee shall be offered the assignment and the temporary or seasonal personnel shall be separated from his/her employment as part of the RIF process Temporary and seasonal personnel are not entitled to any rights or severance benefits under these procedures.

v The employment status of the affected employee shall be changed from regular status to temporary status and the salary of the affected employee who has taken a temporary or seasonal assignment will be commensurate with the level of that assignment.

g. Transfer of Employees within a Classification

i. An employee within a classification is subject to transfer to another group or department as deemed necessary to meet the City's business needs as determined by the City Manager No employee within a specific classification has the right to occupy a specific position in a specific group, department or office. The City retains the right to transfer employees within the City for the best interest of the City

h Appeal

i An employee notified of his/her lay-off may appeal his/her selection for lay-off to Human Resources & Risk Management. Human Resources & Risk Management must receive written notice of an appeal within five (5) calendar days from employee's receipt of written notice of lay-off. The scope of appeal shall be limited to

whether the employee's seniority was properly calculated and whether other employees within the classification with less seniority than the appealing employee were not laid-off. Business necessity, expertise and performance will be factors for consideration

ii. Lay-offs due to a lack of work or funds may not be appealed to the Personnel Board or Grievance Committee.

iii The decision of Human Resources & Risk Management shall be made in writing to the employee within ten (10) calendar days from the date the appeal is received and is subject to final review and approval by the City Manager

i Severance Benefits

i. The granting of severance benefits will be determined by the City Manager. Severance benefits are not automatic or a vested right of an affected employee. Severance benefits, if applicable, will be determined by the City Manager, at the time he/she adopts a formal written reduction in force plan.

ii. The City will ensure that severance benefits provisions, if applicable, are reasonable, not arbitrary and capricious, treat all employees fairly and are executed in good faith.

iii Only affected employees actually laid-off shall be eligible to receive severance benefits. An affected employee who "bumps back" into a previously held classification or accepts other regular employment, not including seasonal or temporary work with the City, is not qualified to receive severance benefits.

j Re-hire by the City

i. The names of affected employees who have been laid-off pursuant to this procedure shall be kept on a "Re-hire List" for a period of one (1) year from their separation date and shall be removed from the list if the employee is re-hired by the City in a regular position.

ii. No open recruitment for a vacancy within the City shall be conducted until Human Resources & Risk Management determines no person on the "Re-hire List" is qualified for the vacant position. If he/she determines persons on the "Re-hire List" may be qualified for the vacant position, he/she shall forward the names of these persons to the department director in whose department the vacancy exists.

iii The department director shall interview the persons identified by Human Resources & Risk Management as potentially being qualified for the position. If the department director, after consultation with appropriate executive management, determines no person is qualified for the vacant position, the department director

shall notify Human Resources & Risk Management who will then open the recruitment for the vacant position

iv An affected employee laid-off pursuant to this policy and subsequently re-hired by the City within one (1) calendar year from the date of separation shall have his/her seniority with the City calculated by adding both service with the City before the separation and service after the date of re-hire.

5. Voluntary Reduction in Force (RIF) Separation Program

a. The City of Glendale may at its discretion initiate a Voluntary Reduction in Force Separation Program, in which employees in selected job areas are allowed to volunteer for lay-off. The selected job areas will generally align with reduction of workload requirements.

b The intent of this policy is to allow for voluntary separations for City of Glendale employees. This voluntary RIF separation facilitates an employee's transition to retirement or early separation at will and allows the City to minimize the impact of downsizing by allowing employees to volunteer to be separated in lieu of other employees who are slated to be separated by a RIF process.

i Determination/Selection

(a) A voluntary RIF separation is a separation determined by the City Manager on the grounds that it avoids involuntary lay-offs and reduces the total number of employees affected. Approval of voluntary RIF separation requests will be at the sole discretion of the City.

(b) All employees both exempt and nonexempt are given consideration for participation. Employees occupying critical or hard-to-fill positions, or with critical knowledge or skills, will not be allowed to participate except with the approval of the City Manager. Employee participation in the voluntary RIF is not an entitlement and is subject to the discretion of the City

(c) To be eligible for a voluntary RIF separation an employee must, prior to leaving employment, have been offered an opportunity to participate or made a special request for a voluntary RIF separation.

(d) A voluntary separation can be effected only during a formal RIF, that is, only in circumstances where official RIF notices will be issued.

c. Benefits

i. Severance benefits, if applicable, are in addition to any retirement benefits the employee is eligible to receive. Employees approved for a voluntary RIF also qualify for unemployment compensation, which

is usually not the case when an employee voluntarily leaves employment.

ii When a voluntary RIF plan is declared, Human Resources & Risk Management will determine the best match for placement by considering qualifications for placement in the vacated position and the ability of the RIF affected employee to do the work

iii When there are more volunteers than needed, the City will consider the needs of the business and seniority

iv A RIF separation is strictly a voluntary action on the part of any employee to whom this option is offered. An employee shall not be forced or coerced in any way to volunteer for RIF separation

6. Exit Interviews

a. Purpose

i The purpose of the exit interview program is to provide an opportunity for departing employees to express their views about their work experience with the City and to provide a means for channeling those views to management. Its intent is to provide for the uniform treatment of departing employees, obtain and compile data on separations as a basis for analyzing employee turnover, advise employees of their separation benefits, provide a tool to identify and enhance the work environment, and process the required documentation.

b. Responsibility

i. Human Resources & Risk Management is responsible for the coordination of the Exit Interview Program.

c Procedure

i Human Resources & Risk Management shall contact the departing employee regarding an exit interview and provide the employee with benefits information

ii Human Resources & Risk Management will provide the department director with exit interview information on an as-needed basis and through quarterly reports.

iii. Prior to separation, the employee's department director or designee will request the return of any keys, uniforms, equipment, credit cards, or any other property that belongs to the City The department director or designee will also ensure there are no outstanding travel advances and the employee's security authorization to computer databases is removed

d. Separation Process

i. An employee's final paycheck will be ready for the employee ~~to pick up from their department on normal paydays~~according to the employee pay day calendar When an employee is involuntarily terminated, they will receive their check within ~~three~~seven (3~~7~~) working days of the termination effective date.

ii. Separating employees will be compensated in their final check for all unused annual vacation leave that does not exceed the vacation accrual limit

iii. Any regular employee who retires or resigns (not including those terminated for cause from City service) after five (5) or more years of service, shall be compensated for accrued sick leave credits The employee will be paid one-third of their hourly wage (average of the preceding 36 months) for each hour of accrued sick leave.

iv. All insurance coverage will remain in effect through the last day of the month of employment. Separating employees may elect to maintain continuation coverage through COBRA

v. If the employee elects to continue coverage through COBRA, he/she must pay the full cost of that coverage including both the employee share and the share the City of Glendale pays

C. **Temporary Employment**

1. **Vacancy**

a When the need for temporary personnel arises, the department shall notify Human Resources & Risk Management by sending a Request for Personnel (RFP) form. Human Resources & Risk Management will contact the hiring department to discuss recruitment options to be considered

2. **Length of Temporary Employment**

a. In order to work within legal constraints and to preserve the "temporary" status of temporary employment, the maximum length of continuous service that temporary personnel can be employed will be one (1) year

b An exception to the one year time limit may be made for temporary personnel being hired for a specific temporary project in which a specific project completion date can be given, or for temporary personnel who are hired to work l nineteen (19) hours or less per week Requests for exceptions to the one-year limit under this provision shall be submitted in writing to Human Resources & Risk Management for approval.

c Temporary personnel who are categorized as "seasonal or on-call" are not subject to the one-year service limit. Seasonal and on-call personnel are kept on the records as active year round. "Seasonal" temporary personnel are defined as: performing duties for only one season or project per year,

working no more than four consecutive months during a twelve (12) month period, and/or having at least a six (6) month break in service before re-hired for the next season or project. On-call temporary personnel are defined as: performing duties sporadically during the year. This provision applies to all departments throughout the City

3. **Salary**

   a Temporary personnel hired through a temporary agency can be paid a salary the department and agency agree upon. Temporary personnel hired by the City of Glendale and placed on payroll must be paid a rate commensurate with their experience and the responsibility of the assignment.

4. **Nepotism**

   a The City's Nepotism policy applies to all temporary personnel, including those hired through a temporary agency. It is the hiring department's responsibility to ensure compliance with this policy See HR Policy 202 NEPOTISM

5. **Temporary Employment Contract**

   a A Temporary Employment Contract must be completed for all temporary personnel. The contract must be completed and reviewed by Human Resources & Risk Management prior to the temporary personnel beginning work with the City. The contract specifies that the employment is temporary in nature and that the temporary personnel may be separated from employment at any time by either the City or the temporary personnel.

   b The Temporary Employment Contract will specify the beginning and anticipated ending date of the temporary assignment

   c. Under most circumstances the terms and conditions of a temporary employment contract should not be changed during the period of time specified on the contract. However, if a change in the contract is warranted due to a significant change in job assignments, then the existing Temporary Employment Contract should be terminated and a new contract should be completed. Human Resources & Risk Management must be consulted prior to changing any existing contract.

6. **Benefits for Temporary Personnel**

   a. Temporary personnel are generally not eligible for any type of paid leave, medical insurance or any other type of benefits. Human Resources & Risk Management must be consulted to determine if benefits may be offered.

7. **Retirement Contributions**

   a. Temporary personnel paid by the City are subject to Arizona State Retirement System contributions if they work 20 or more hours per week for 20 or more weeks per year. Temporary personnel may also be subject

to retirement contributions if they are already contributing to the retirement system through another employer It is the hiring department's responsibility to determine eligibility.

8. **Orientation, Physicals, Fingerprinting, ID Badges and Parking Permits**

   a. All new temporary personnel should be oriented by the department to any departmental policies and procedures that apply to their temporary assignment

   b Temporary personnel may need to complete a post-offer medical exam prior to beginning employment depending on their assignment Temporary personnel being assigned to safety-sensitive duties are required to have a drug and alcohol test within twenty-four (24) hours of the temporary employment offer

   c All temporary personnel are required to be fingerprinted through the police department upon hire.

   d. All temporary personnel will be issued a photo ID badge immediately upon hire

   e Temporary personnel will be issued a temporary/volunteer parking permit to park in the City Hall parking facility.

9. **Salary Increases**

   a. Temporary personnel are not eligible for annual merit increases or pay plan adjustment increases. Department's may consider giving temporary personnel an increase based on their budget availability

10. **Temporary Personnel Hired Into Regular Status Positions**

   a. When temporary personnel are selected from an open or closed competitive recruitment and hired into a regular status position, the temporary employment is terminated and they are treated as a "new hire" into the regular status position. All new hire paperwork and processes must be completed for the "new hire". The employee's service date begins with the date hired into the regular status position.

D. Employment of Foreign Nationals

1. Purpose

a. This policy establishes a guideline for consistent decisions and practices to ensure compliance with federal regulations governing the employment of foreign nationals. It serves to protect the City and individual employees from substantial penalties that may be incurred in the employment of unauthorized aliens

b. This policy applies to the employment of foreign nationals regardless of their employment status at the City of Glendale.

2. Definitions

a. "Foreign National" means an individual who is not a U S. citizen, permanent resident or resident alien of the United States.

b. "Permanent Resident or Resident Alien" means an individual who has been lawfully admitted to the United States to live, an immigrant, or holder of a green card

c. "Nonimmigrant" means a citizen of another country who has been admitted to the United States for a temporary period and for a specific purpose.

d. "H-1B Visa" means a temporary, nonimmigrant visa issued to a foreign national who has specialized education credentials and who has been offered a position requiring the application of a theoretical and specialized body of knowledge acquired in his/her degree program.

3. Policy

a. It is the policy of the City of Glendale that the City may employ, or make employment offers to, foreign nationals only when U S citizens or permanent residents of equal training, experience, and competence for the position are unavailable. Such a determination can only be made following a documented search and evaluation process. Employment of foreign nationals will be authorized only under the provisions of this policy and only when conditions and visa requirements established by federal law are assured and documented. Under no circumstances may any employee of the City of Glendale knowingly employ, or contract employment with, an unauthorized alien

b. Each individual hiring authority is responsible for ensuring that employment offers to foreign national candidates are contingent upon receipt of necessary work authorization documents as directed through the Human Resources & Risk Management Department.

c. Any offer of employment to a foreign national under a nonimmigrant program is considered temporary and is subject to the terms and conditions of the specific program's work authorization.

d. All employment offers to foreign nationals are contingent upon completion of a standard City of Glendale background check including, but not limited to, a criminal history check, education and employment verification, and reference checks. Some positions may require a more extensive background process including, but not limited to a polygraph examination, and psychological examination. All new employees will be fingerprinted upon hire.

e. Petitions from the City of Glendale supporting H-1B visa classification will be reserved for individuals who have been offered positions Holders of H-1B visas may only be appointed for the time period permitted under the individual's visa

f. Petitions from the City of Glendale supporting permanent resident or resident alien status will be reserved for individuals who have worked for the City for at least two (2) years, and only when U.S. citizens or permanent residents of equal training, experience, and competence for the position are unavailable. In addition, the employee must agree to work at least one (1) additional year upon being granted permanent resident or resident alien status. The employee is responsible for all costs incurred in the application process

g Human Resources & Risk Management may authorize a private attorney to represent the City of Glendale in any nonimmigrant or immigrant petition or application proceedings. A foreign national may choose to retain an attorney to represent his/her interests; however, the City will not pay for this private representation

h. Nothing in this policy will be used as the basis for discrimination against any individual or group because of race, sex, age, color, religion, national origin, disability, or veteran status; nor will it be construed to be a basis for circumventing equal employment opportunity laws, policies, and standard employment procedures

E. Outside Employment

1. Policy

a The City regards its employment as primary, however, employees may engage in employment other than their job with the City as long as it does not interfere with City duties and responsibilities, working hours, assignments, emergency assignments or constitute a conflict of interest, or the appearance of a conflict of interest with City duties and responsibilities

2. Procedures

a. The approvals of initial requests for outside employment and for the continuation of outside employment are the responsibilities of the employee's immediate supervisor and department director, or designee. Approval for outside employment may be revoked by the employee's department director, or designee, if the outside employment creates a

conflict of interest with the employee's City duties or negatively impacts the employee in the performance of their City position

b Employees who wish to engage in outside employment are required to notify their supervisors of the outside employment work hours, nature of the work, and the name of the employer prior to accepting outside employment with the exception of new employees, who will provide the information upon hire

c. Employees are responsible for reporting any changes to their approved outside employment, including nature of work and work hours.

d. Employees who transfer from one department to another must report their approved outside employment to their new supervisors to ensure no conflict of interest exists

F. Telecommuting

1. Policy

a. Telecommuting, working at home or at a site other than the central workplace, is an alternative work arrangement that the City of Glendale may offer to some employees when it would benefit the City, the community, and the employee. Employees are only permitted to work from home if a telecommuting arrangement has been approved by their department director and the City Manager or on an occasional basis with prior permission from their immediate supervisor.

b. Telecommuting does not change the basic terms and conditions of employment with the City. It is a management option, not an employee entitlement. It is intended to enhance productivity, creativity, public service and to reduce the number of employee trips and/or operating costs.

c. The telecommuting employee remains obligated to comply with all City rules, policies, practices and instructions. Violations may result in being removed from telecommuting and/or disciplinary action up to and including termination.

2. Procedures

a. Participation

i. Regular employees who have successfully completed their initial review period and who have not had any disciplinary actions during the past twelve (12) months may apply to participate.

ii. The department director has the right to determine which positions are suitable for telecommuting, to refuse to make telecommuting available to any employee and to terminate a telecommuting arrangement at any time.

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iii. Telecommuting is voluntary unless the employee was hired for a position specifically designated as telecommuting only. An employee may terminate the telecommuting arrangement at any time by notifying his or her supervisor in writing of the intent to do so.

iv. The employee may begin telecommuting after both parties sign a Telecommuter Agreement.

b. Employment Status

i. The employee's compensation, consideration for promotion, benefits and work status will not change due to telecommuting. The amount of time a telecommuting employee is expected to work per day or per pay period will not change due to participation in the program.

ii. Employees agree not to engage in employment activities other than those required in their position with the City.

iii. Modified duty requests will not be considered under the telecommuting policy.

c. Work Location and Liability

i. The employee's at-home workspace will be considered an extension of the City's workspace. Therefore, the City will continue to be liable for work-related accidents or injuries that occur while telecommuting during the employee's agreed on work hours. The City assumes no liability for injuries occurring in the employee's at-home workspace outside the agreed on work hours. If an injury is sustained while telecommuting, the employee will immediately report the injury to his or her supervisor pursuant to applicable City policies. The injury must arise out of employment and during the course of their employment.

ii. To ensure that safe working conditions exist, the City retains the right to make on-site inspections.

iii. Employees must designate a workplace at home that is maintained in a safe condition and free from hazards.

iv. The City assumes liability for the loss, theft or damage of City-owned computer equipment used in the employee's home.

d. Work Schedules

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i. It is the City's intent that telecommuting be based on a relationship of trust between the telecommuting employee and the City. Therefore, there will be no Citywide limit on telecommuting schedules in terms of how often or on which days of the week the employee telecommutes.

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ii. The specific schedule and frequency of telecommuting shall be based on the needs of the work unit and the City and the amount of the employee's work that is suitable for telecommuting.

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iii. The telecommuter and his or her supervisor, with approval of the department director, are responsible for establishing a mutually acceptable telecommuting schedule and revising it as needed.

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iv. The manner and method that the telecommuter communicates with his/her office will be established by the telecommuter and his/her supervisor and revised as necessary.

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e. Costs

i. The City will reimburse the telecommuter for the cost of work-related long distance telephone calls on a monthly basis, upon submission of a copy of the telephone bill and explanation of the reimbursable calls. Except as set forth in this program, telecommuters will bear the cost of all incidental expenses that may result from telecommuting.

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f. Confidential Information

i. Telecommuters are responsible for protecting City information in their possession, regardless of work location. The telecommuter may not take restricted access information, such as payroll or HIPAA records, to an alternative work location without the written consent of his/her department director or designee.

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g. Dependent Care

i. Telecommuting is not designed to be a replacement for appropriate dependent care. Telecommuters who work at home are expected to manage dependent care and personal responsibilities the same as if the employee were working at their normal work site.

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h. Working Hours

i. The telecommuting employee should be as accessible as their on-site counterparts during their agreed upon regular business hours, regardless of the work location. Telecommuters must notify his/her office if they leave their telecommuting location.

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i. Equipment

i. City-provided equipment is not an entitlement of telecommuting. Employees who work at home will be responsible for absorbing any costs related to remodeling and initial set-up of the workspace. The City will not provide office furniture.

ii. Employees may be provided, at the department director's discretion, with office equipment, (e.g., computer software, modem, printer and telephone access line). Such equipment will remain the property of the City and may not be used for personal purposes. Maintenance of City provided equipment will be the responsibility of the telecommuter. Repair of City equipment will be the responsibility of the City.

iii. Software owned by the City may not be duplicated. To ensure hardware and software security, all computer equipment must be approved by the Finance & Technology Department.

iv. Office supplies will be provided by the City and should be obtained during the telecommuter's in-office work period. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed.

v. Unless otherwise agreed to in writing prior to any loss, damage or wear, the City will not assume liability for loss, damage or wear of employee owned equipment.

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TELECOMMUTER AGREEMENT

These conditions for telecommuting must be agreed upon by the employee and supervisor/manager and approved by the department head and city manager.

1. The employee's telecommuting day(s) and work hours will be:

2. The address and phone number of the employee's alternative work location is:

   Address:
   Telephone:
   Description of the work area to be used at home:

3. The following are typical assignments to be worked on by the employee at the home:

4. The employee's weekly off-site schedule at the address listed above will be as follows:
   Days:
   Hours:

   If telecommuting will not be scheduled on a weekly basis, the schedule will be as follows:
   Days:
   Hours:

5. The following expenses will be reimbursed by the City in the manner described:

   The following expenses will not be reimbursed by the City:

6. Employee agrees to call the office to obtain messages at least _____ times a day while working at home.

7. The following equipment will be used by the employee in the home (specify ownership of equipment):

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8. Additional conditions agreed upon by the telecommuting employee and the supervisor are as follows:

This agreement is subject to cancellation by the City, the employee or the supervisor under the conditions stated.

I have read and understand the attached City Administrative Policy relating to Telecommuting and agree to the duties, obligations, responsibilities and conditions for telecommuters described in that document.

I agree that, among other things, that I am responsible for establishing specific telecommuting work hours, furnishing and maintaining my remote work space in a safe manner, employing appropriate telecommuting security measures and protecting City assets, information, trade secrets and systems. I agree to accurately record all hours worked in the Time & Labor system for my supervisor's approval and processing. I agree that I will not perform any work during non-work time periods without prior supervisor approval. I agree that when conditions warrant working at a location other than home (or worksite listed above) on the telecommuting day, my supervisor will be notified and consulted with. I acknowledge and understand the conditions of liability and worker's compensation coverage described in the policy.

I understand that telecommuting is voluntary and I may stop telecommuting at any time. I also understand that the City may at any time change any or all of the conditions under which I am permitted to telecommute, or withdraw permission to telecommute.

Conditions Agreed to by Employee Date

Conditions Agreed to by Supervisor Date

Department Head Approval Date

City Manager Approval Date
~~d.~~j.

CITY OF GLENDALE

Human Resources Policy No. 401

Title: **Benefits**

Effective Date: **7/1/2000** Revised: 7-1-2014

Contact: Human Resources & Risk Management Department – (623) 930 2270

I. PURPOSE

The City of Glendale provides benefits programs that serve employees as a foundation on which to build physical and financial security for themselves and their families.

The benefits described herein ~~are offered~~apply to all eligible employees of the City of Glendale unless otherwise specified in the governing Memorandums of Understanding for represented employees.~~.~~ All benefits are subject to change and there is no guarantee that these benefits will be continued indefinitely.

II. PROGRAMS

A. INSURANCE

1. Medical Insurance

All regular status employees who work 20 or more hours per week are required to enroll in the City's medical insurance plan unless they wish to opt out of this coverage by providing proof of other medical insurance coverage and maintaining this coverage. Employees may elect to cover their eligible dependents. Both employee and dependent coverage costs are shared by the City and employee.

2. Dental Insurance

All regular status employees who work 20 or more hours per week are covered by the City's dental insurance plans. The employee's coverage is fully paid for by the City. Employees have the option to add coverage for their eligible dependents by sharing the cost of this coverage with the City

3. Vision Insurance

All regular status employees who work 20 or more hours per week are eligible to enroll in the City's vision insurance plan Employees may elect to cover their eligible

dependents Both employee and dependent coverage costs are shared by the City and employee.

4. Life Insurance

All regular status employees who work 30 or more hours per week are covered by the City's Basic Life Insurance and Accidental Death & Dismemberment Insurance Plan. Employees who elect dependent medical, dental or vision coverage are also provided with a basic life insurance policy for dependents who meet the dependent eligibility guidelines

Employees also have the option to purchase additional life insurance for themselves and/or their dependents.

5. Commuter's Insurance

All regular status full-time and part-time employees of the City are covered for accidental death and dismemberment sustained in the course of everyday travel between the employee's residence and the place of employment

6. Flexible Spending Accounts

All regular status employees who work 20 or more hours per week are eligible to enroll in the City's Flexible Spending Account program. There are two types of Flexible Spending Accounts available; Health Care and Dependent Care. The Flexible Spending Account is a tax-free account that allows employees to pay for essential health care expenses and dependent care expenses.

7. Continuation of Coverage for Surviving Spouse and/or Dependents

a In the event of an employee's death, the surviving spouse and/or dependents will be entitled to remain on the City's insurance plans for medical, dental and/or vision coverage, as long as the following criteria are met:

- The employee's death occurred while performing their job duties
- The surviving spouse and/or dependents were active participants on the plan at the time of the employee's death
- Plan eligibility has been met
- The surviving spouse remains unmarried
- Spouses are eligible to continue on the City's plan until their 65th birthday or until other coverage is available

b. Surviving spouses and/or dependents will be eligible to continue coverage on the City's plan at no cost

c Surviving spouses and/or dependents will be eligible to continue coverage on the City's plan at no cost

d Should the eligibility of the surviving spouse and/or dependents change or no longer be met as outlined above, the surviving spouse and/or dependents may continue coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and will be sent the appropriate enrollment paperwork Coverage will terminate at the end of the month in which eligibility was last met

e If continuation of coverage is declined by the surviving spouse and/or dependents, that decision is irrevocable and future participation in the City's plan will not be allowed.

f. The surviving spouse and/or dependents may be eligible to receive a subsidy toward payment for insurance premiums through the applicable retirement system. This subsidy will be sent directly to the City

8. Retirement Health Savings (RHS) Plans

a ~~Non-represented e~~Employees who retire with ten (10) or more years of continuous City service shall have all accumulated vacation time over 160 hours (paid at their current hourly rate) and 100% of accumulated sick leave (paid at ~~40~~50% of the employee's average hourly wage) over the last 36 months of employment deposited into a Retirement Health Savings (RHS) account at the time of retirement

b. Sworn Police department employees who are members of the Fraternal Order of Police shall have contributions deducted from their compensation each paycheck deposited into a RHS account starting with the month they reach these service requirements at the amounts indicated:

- 1-7 years of service = none
- 8-15 years = 1% of base pay
- 16+ years = 2% of base pay

At retirement, these employees will have 100% of all their accumulated sick leave paid into the RHS account at 50% of the employee's average hourly wage over for the last 36 months of employment.

~~c. Represented sworn Police department employees who are not members of the Fraternal Order of Police shall have 100% of accumulated sick leave (paid at 50% of the employee's average hourly wage over for the last 36~~

~~months of employment) deposited into a RHS account at the time of retirement.~~

~~d. Represented Fire department employees shall have an amount as specified in the applicable Memorandum of Understanding contributed by the City~~City ~~into a RHS account each pay period. At retirement, these employees will have 100% of all their accumulated sick leave paid into the RHS account at 50% of the employee's average hourly wage over for the last 36 months of employment.~~

9. **Insurance Benefits at Retirement**

a. Employees hired prior to July 1, 2005 who have at least five (5) years of continuous service or employees hired after July 1, 2005 who have at least ten (10) years of continuous service may apply for the City's Retiree Healthcare Benefits

b. Those who have met the eligibility requirements will have the option to continue medical, dental, vision and basic life insurance coverage through the City. Continuation of coverage will be at a retiree rate

c. Retirees will have the option to continue their Basic Life Insurance policy, up to the age of 70, under the group rate Supplemental Employee, Spouse or Child policies will no longer be eligible for the group rate and may be converted into individual policies.

d. If continuation of coverage is declined by the retiree, that decision is irrevocable and future participation in the City's plan will not be allowed.

e. The City uses a third party administrator for billing and collection of premiums The retiree will be invoiced monthly for premiums, or be set-up to have funds transferred monthly through the RHS account, depending on eligibility. There is an additional monthly administrative fee for this service.

f. Retirees may be eligible to receive a subsidy toward payment for insurance premiums through the applicable retirement system. This subsidy will be sent directly to the City and will help off-set the overall cost. The subsidy will be applied to the dental election first (if elected) and the remainder will be applied to the medical election (if elected) The subsidy is only available for medical & dental elections.

10. **COBRA**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." COBRA continuation coverage is a temporary continuation of coverage.

a Eligible employees, become a qualified beneficiary if coverage under the Plan is lost due to one of the following qualifying events:

- Hours of employment are reduced
- Employment ends for any reason other than gross misconduct
- Leave without Pay status on a non-FMLA leave

b An eligible spouse of an employee will become a qualified beneficiary if coverage under the Plan is lost due to:

- Death of a spouse
- Spouse's hours of employment are reduced
- Spouse's employment ends for any reason other than gross misconduct
- Spouse becomes entitled to Medicare benefits (Part A, Part B, or both)
- Divorce or Legal Separation

c. Dependent children become qualified beneficiaries if they lose coverage under the Plan due to:

- The parent-employee dies
- The parent-employee's hours of employment are reduced
- The parent-employee's employment ends for any reason other than gross misconduct
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both)
- The parents become divorced or legally separated
- The child stops being eligible for coverage under the plan as a "dependent child"

d. Duration of COBRA coverage

- Coverage may generally be continued for up to a total of 18 months if the loss of coverage is due to the end of employment or reduction in hours of employment
- Coverage may be continued for up to a total of 36 months if the loss of coverage is due to an employee's death, divorce or legal separation and/or the employee becomes entitled to Medicare benefits or a dependent child ceases to be a dependent under the terms of the plan,
- Coverage for qualified beneficiaries other than the employee lasts 36 months after the date of Medicare entitlement if the employee's employment ends or there is a reduction of the employee's hours of employment and the employee became entitled to Medicare benefits less than 18 months before the qualifying event

e Termination of coverage will be terminated before the end of the maximum period if:

- Any required premium is not paid in full on time
- A qualified beneficiary becomes covered, after electing continuation coverage, under another group health plan
- A qualified beneficiary becomes entitled to Medicare benefits (Part A, Part B, or both) after electing continuation coverage
- The employer ceases to provide any group health plan for its employees

f. Payment for COBRA continuation coverage

If COBRA continuation coverage is elected, the first payment is due no later than 45 days after the date of the election (This is the date the Election Notice is post-marked, if mailed) If the first payment is not received in full no later than 45 days after the date of the election, continuation coverage rights under the Plan will be lost.

g. Periodic payments for continuation coverage

Periodic payments must be made on a monthly basis. Under the Plan, each of these periodic payments for continuation coverage is due on the first of the month for that coverage period.

h Grace periods for periodic payments

A grace period of 30 days after the first day of the coverage period is allotted to make each periodic payment. If a periodic payment is not made before the end of the grace period for that coverage period, rights to continuation coverage under the Plan will be lost

B. RETIREMENT

1. Arizona State Retirement System (ASRS) and Public Safety Personnel Retirement System (PSPRS)

a. Employees or temporary personnel working at least twenty (20) hours per week for twenty (20) weeks or more in a fiscal year (July 1 through June 30) shall be enrolled and shall make required contributions into the retirement system covering their position. City employees meeting eligibility criteria are enrolled in the Arizona State Retirement System (ASRS), the Elected Officials Retirement Plan or the Public Safety Personnel Retirement System (PSPRS) based upon the position that they occupy.

b. Part-time employees enrolled in the Arizona State Retirement System with another employer are required to contribute to Arizona State Retirement System regardless of the number of hours worked for the City

c. Deductions for all plans are made from each paycheck. Both contributions, plus interest, provide for retirement. The amounts of the contributions from the employee and the City are determined by state legislation

2. Deferred Compensation Plan

a A governmental 457(b) deferred compensation plan (457 Plan) is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing before-tax dollars through a voluntary salary contribution. Contributions and any earnings on contributions are tax-deferred until money is withdrawn. Distributions are subject to ordinary income tax

C. LEAVES

1. Bereavement

a. Upon the death of an employee's immediate family member, all regular status employees in active pay status shall receive up to 40 hours of bereavement leave or fifty-two (52) hours for 52 hour per week employees.

b "Immediate" family member is defined as an employee's:
- Father (step, in-law)
- Mother (step, in-law)
- Spouse (domestic partner)
- Child (step)
- Brother (step, in-law)
- Sister (step, in-law)
- Member of the immediate household (defined as someone, other than a boarder, living in your home)
- Partner in an espoused relationship (as defined in HR Policy #202 - Nepotism)
- Spouse, parent (or a person standing in place of a parent), parent-in-law, sibling or child

c. Up to twenty-four (24) hours, 31.2 hours for 52 hour per week employees, of bereavement leave may be granted for the death of an employee's grandparent (step) or grandchild (step). For these relationships, an additional sixteen (16) hours of bereavement leave may be granted if out-of-state travel is required, 20.8 hours for 52 hour per week employees.

d If an employee requires additional time, any additional hours may be charged against sick or vacation accruals at the employee's discretion and with department director approval.

e. When needed to provide additional flexibility to handle estate settlement, employees may be allowed to divide bereavement leave subject to departmental approval.

2. **Civic Duty**

a In recognition of the mutual benefit to the City, the constituents and the employees, the City will provide a Citywide total of 2000 hours of paid release time per fiscal year for employees to draw upon for the purpose of performing civic, community and work-related duties.

b. These activities are defined as duties that are consistent with the goals and objectives of the City

c. Use of the paid release time may not, in any manner, interfere with the efficient and economical operations of the City nor adversely impact the level of City services. The use of Civic Duty Leave may not include any activities that violate City policy, City code, state law or for which an employee is compensated.

d Civic Duty Leave shall be specifically defined as paid time off for employees who wish to participate in community activities. These community events may include, but are not limited to, such activities as working with school programs, the Mayor's Youth Advisory Commission, the annual Youth Celebration Day, the Arizona Burn Camp, service on the Governor's Advisory Board to the Department of Economic Security, or other civic issues that affect the City of Glendale

e. Full-time regular status employees who wish to participate in civic duty projects or events must submit a written request to their supervisor no later than three days in advance of the requested Civic Duty Leave. Civic Duty Leave is subject to approval by the department director and the City Manager's office.

f. Any hours of Civic Duty Leave not used during a fiscal year will not be carried over into future years.

3. **Education**

a All regular status employees who work forty (40) or more hours per week and who have completed one (1) full year of service shall be allowed up to twenty (20) hours of paid education leave per calendar year Regular

status employees who work less than forty (40) hours per week are eligible for a pro-rated number of hours.

b Employees may request education leave for educational and training opportunities that an employee is pursuing on personal time.

c The course work must be directly job-related, make the employee promotable with any City department or career field related within the employee's current professional field.

d. Education leave does not apply to education or training that is mandated by the City nor does it apply to leave taken to study for a promotional process.

e Education leave will be granted under rules governing vacation leave.

f. Hours that are not used during the calendar year will be forfeited

4. Election Day

a Every public officer or employee is entitled to have adequate time to vote as outlined in the state law. Three (3) consecutive hours immediately after the opening or three (3) consecutive hours prior to the closing of the polls is provided for this purpose Arrangements should be made with the supervisor prior to election-day and the supervisor may determine which hours are more suitable

5. Exceptional Disability

a A regular status employee who works forty (40) or more hours and has five (5) or more years of City service and who is unable to work due to an injury or illness requiring an exceptionally long period of convalescence may apply for Exceptional Disability Leave

b The employee must have no sick leave, vacation, or compensatory time available.

c The employee must submit a written request to their department director for this leave and must provide the City with medical documentation to support the need for extended leave for the injury or illness.

d. Upon the approval of Human Resources & Risk Management, the employee may be granted Exceptional Disability Leave up to the following limits:

Employee Years of Service	Exceptional Disability Leave
5 - 10 years	240 hours
Over 10 years	400 hours

e. The hours of Exceptional Disability Leave granted will be reduced by any or all of the following:

- The number of vacation leave hours taken during the three (3) months prior to the medical leave for which Exceptional Disability Leave is requested, unless the vacation hours are used as leave under the Family and Medical Leave Act (FMLA) and/or in conjunction with Medical Leave
- Sick time cashed out through the Attendance Incentive Program in the twelve (12) months prior to the request for Exceptional Disability Leave.
- The number of accrued paid leave hours used in lieu of available modified duty.

f. Once the employee requests Exceptional Disability Leave and it is approved, the maximum number of hours the employee will be eligible to receive for the remainder of the employee's tenure with the City will be the amount granted based on the amount of service time the employee had at the time of the first request

g In the event an employee has not used the approved maximum allowable pursuant to the schedule above, an employee may be eligible to use the remaining portion of the approved Exceptional Disability Leave at a later date upon the approval of Human Resources & Risk Management The offsets listed above will also apply to any subsequent requests for the Exceptional Disability Leave balance

h The employee will not accrue any sick or vacation leave based up the hours paid to the employee while on Exceptional Disability Leave.

6. Leave under the Family and Medical Leave Act (FMLA)

a. The Family and Medical Leave Act (FMLA) provides eligible employees with up to twelve (12) work weeks of job-protected leave a year FMLA is provided by the City in accordance with the U.S. Department of Labor Code, Title 29, Chapter V, Part 825.

b An employee must have worked for the City a total of twelve (12) months, and worked at least 1,250 hours over the previous twelve (12) months.

c. Eligible employees are entitled to leave of up to twelve (12) work weeks during a twelve (12) month period. The twelve (12) month period for City FMLA eligibility purposes is defined as a "rolling" twelve (12) month period measured backward from the date an employee uses FMLA leave.

d An employee's failure to request FMLA leave shall not prevent the City from designating leave that qualifies as FMLA leave.

e. Leave may be granted for the following reasons:

- Birth and care of a newborn child of the employee
- Placement with the employee of a son or daughter for adoption or foster care
- Care for an immediate family member with a serious health condition
- Care of the employee if unable to work because of a serious health condition
- For any qualifying exigency arising out of the fact that a spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation, or
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single 12-month period to care for the service member. During this single 12-month period, an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave

f. Spouses employed by the same employer are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition

g. Spouses employed by the same employer are jointly entitled to a combined total of (26) weeks of leave in a single 12-month period to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

h Leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement

i If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

j. "Immediate" family member for FMLA purposes is defined as an employee's:

- Father (step, in-law)
- Mother (step, in-law)
- Spouse (domestic partner)
- Child (step)
- Brother (step, in-law)
- Sister (step, in-law)
- Member of the immediate household (defined as someone, other than a boarder, living in your home)
- Partner in an espoused relationship (as defined in HR Policy #202 - Nepotism)
- Spouse, parent (or a person standing in place of a parent), parent-in-law, sibling or child

~~j. An "immediate family member" for FMLA purposes is an employee's spouse, children (son or daughter), and parents. The term "parent" does not include a parent "in-law." The terms "son or daughter" do not include individuals age 18 or over unless they are incapable of self-care as defined by the EEOC.~~

k. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

l. Employees are expected to schedule their leave as least disrupts City operations. An employee may be required to be temporarily assigned to an alternative position with equivalent pay and benefits and for which the employee is qualified, which better accommodates the recurring periods of leave. Employees must provide a "Certification of Health Care Provider" form. A subsequent recertification may be required

m. FMLA is an unpaid leave To continue compensation during FMLA leave, employees may use their leave accruals (sick, vacation and/or comp time). Regardless of whether FMLA is paid or unpaid leave, the time off work is counted as FMLA leave.

n. Employee Responsibilities

- Must give as much notice as possible to the Supervisor prior to taking leave
- Has up to eighteen (18) days from the Human Resources Notice of their rights, responsibilities and benefits while on FMLA leave, to get the medical/supporting documentation for the leave to Human Resources & Risk Management
- If not incapacitated and has internet access, the employee must complete his/her timesheet by going to https://myhr.glendaleaz.com and enter his/her time accordingly. The employee may use his/her

accrued leave during FMLA, but must also enter Time Code 301 to designate the use of accrued leave for the purpose of FMLA
- Must report the status of his/her condition and intent to return to work to his/her supervisor (e g approximate time to return to work, possible work restrictions, etc.)
- Before returning to work after self-care, must provide a work release from their health care provider to Human Resources & Risk Management attesting that they are able to resume work.

o. Supervisor Responsibilities

- Shall verify employee eligibility when the employee requests leave.
- Shall submit a Personnel Action Form to Human Resources & Risk Management when either the employee has been placed on FMLA, returns from leave and/or the employee no longer has FMLA leave available.
- May update the employee's timesheet on behalf of the employee. Accrued leave during FMLA can be used, but the Time Code 301 for FMLA must be used in addition to use of any accrued leave

p Human Resources & Risk Management Responsibilities

- Shall notify employees of their rights, responsibilities and benefits while on FMLA leave
- Will communicate to the supervisor the status of the employee's request for FMLA
- Will send a determination letter to the employee regarding the approval status his/her FMLA leave
- If the employee is on FMLA for his/her own medical condition, obtain submit a medical release from the employee's attending physician in order for the employee to return to work. If the employee's job classification requires a CDL and/or considered a Safety Sensitive position, notify the employee if they need to have a drug test done prior to the employee's return to work (if warranted under HR Policy # 505 Use of Alcohol, Illegal Drugs and Other Substances).

q Benefits while on FMLA

- Group health insurance shall be provided during the period the employee is on paid or unpaid FMLA leave and at the same rate as if the employee had not taken leave. Health insurance premiums for which the employee is responsible shall continue to be deducted from the paycheck while an employee is on paid leave
- Employees on paid leave shall have all their current deductions continue and shall continue to accrue vacation and sick leave

- Employees on unpaid FMLA must pay their portion of the health insurance premiums to Human Resources & Risk Management on a monthly basis Deductions for retirement and deferred compensation and the accumulation of vacation and sick leave shall cease while an employee is on Leave Without Pay
- Any leave taken under FMLA, whether taken as paid leave or leave without pay, shall not be deducted from service time

r Return to Work

- An employee returning to work within the FMLA entitlement period shall be restored to the same or similar position held before the leave began or to a position with equivalent pay, benefits, and other terms and conditions of employment.
- The City may deny restoration of a key employee if such denial is necessary to prevent substantial and grievous economic injury to the operation of the City Such decision must be made at the time FMLA leave is requested or as soon as practicable after the commencement of the leave Employee should be given notice of such decision within three (3) working days of such decision

7. **Holiday Leave**

a. The following shall be the official holidays for all regular and probationary City of Glendale employees including those on an approved leave of absence who are receiving pay such as exceptional disability, vacation donation, vacation or sick leave during the pay period in which the holiday falls.~~in an active pay status.~~ These are paid holidays unless otherwise indicated:

- January 1, "New Year's Day"
- Third Monday in January, "Dr Martin Luther King, Jr. Day"
- Third Monday in February, "President's Day"
- March 31, "Cesar Estrada Chavez Day", non-paid holiday
- Last Monday in May, "Memorial Day"
- July 4, "Independence Day"
- First Monday in September, "Labor Day"
- Second Monday in October, "Columbus Day"
- November 11, "Veterans Day"
- Fourth Thursday in November, "Thanksgiving Day"
- Fourth Friday in November, "Day after Thanksgiving Day"
- Christmas Eve - 1/2 Day
- December 25, "Christmas Day"

b Dr. Cesar Estrada Chavez Day is a non-paid official holiday. Employees may use vacation or compensatory time for celebrating the holiday.

c When an official holiday, except Christmas Eve, falls on Saturday, the preceding Friday will be observed as a holiday. When an official holiday, except Christmas Eve, falls on Sunday, the following Monday shall be observed as a holiday.

d. When Christmas Eve falls on a Saturday or a Sunday, every full-time regular status employee shall be allowed an additional four (4) hours of paid leave. Part-time employees will receive a prorated amount of paid leave. For example, a twenty (20) hour per week employee will receive an additional two (2) hours paid leave and a thirty (30) hour per week employee will receive an additional three (3) hours paid leave This leave is granted under rules governing vacation leave.

e. For each official holiday non-exempt employees shall receive, as determined by the department, one of the following:

- The holiday off
- An alternative day off, or
- With regard to paid holidays, eight hours of additional pay for 40 hour per week employees and 10 4 hours for 52 hour per week employees
- If Christmas Eve is worked and alternative time off is not given, 40 hour per week employees receive 4 hours of additional pay and 52 hour per week employees receive 5 2 hours of additional pay

f. Methods for the calculation and payment of holiday time may differ for represented employees Any differences will be outlined in the governing memorandum of understanding for such employees.

g Part-time regular status employees will receive holiday leave according to the following schedule and based on the position's standard hours:

Workweek Hours	Holiday Leave
31-40 hours	8 holiday hours
21-30 hours	6 holiday hours
11-20 hours	4 holiday hours
1-10 hours	2 holiday hours

h. An employee, whose first day of work follows a holiday, does not receive pay for the holiday. A terminated employee whose last day worked is the day before a holiday will not receive pay for the holiday. An employee retiring from the City whose last day worked is the day before a holiday does not need to work the day following a holiday in order to receive pay for that holiday

8. **Holiday Special Leave**

a. Every full-time regular status employee shall be allowed four (4) hours Holiday Special Leave with pay per calendar year to be granted under rules governing vacation leave.

b. Part-time, regular status employees are eligible for a pro-rated number of hours.

c. Any Holiday Special Leave hours that have not been used during the calendar year will be forfeited.

9. **Industrial Leave**

a. Industrial leave is defined as leave required for treatment and/or recuperation as determined by the authorized treating physician, for an injury or illness arising out of and in the course of employment.

b The City provides, at no cost to employees, workers' compensation coverage in accordance with Arizona state laws. Coverage begins on the first day of employment. Regular employees, temporary personnel and volunteers are covered by the City's self-insured workers' compensation program

c. In addition, after one full year of employment, the City provides a Supplemental Pay Benefit for regular status employees on industrial leave. The Supplemental Pay Benefit coordinates with the statutory total temporary disability benefit and compensates employees up to his/her estimated regular net pay The Supplemental Pay Benefit is reduced by any other disability income for which the employee may be eligible

d. Employees will receive their regular rate of pay for the day of the injury After the day of injury, time away from work for doctor visits, physical therapy, etc., will be charged to sick leave, vacation or other leave accruals in that order unless otherwise specified for represented employees

e Employees on industrial leave for more than a full pay period shall have no reduction to, nor accrual of, sick and vacation leave.

f. Employees who are injured on the job shall:

- Report all injuries to their supervisor as soon as possible, but no later than the beginning of their next regularly scheduled work shift The employee may go, or be directed by their supervisor to go to the City's authorized medical facility for medical treatment or medical referral

- Provide their supervisor and the Risk & Safety Analyst in Human Resources & Risk Management with the name, address, and phone number of their treating physician if the employee goes to any other medical facility for treatment. This information is to be provided to the supervisor and Risk & Safety Analyst as soon as possible, but no later than the beginning of the employee's next regularly scheduled shift
- Schedule their medical appointments as best fits medical necessity and least disrupts City operations
- Request a work status report at each doctor's visit which states specific work restrictions, if any, and the date/time of the next appointment. The form is to be given to the supervisor and the Risk & Safety Analyst

- Accept modified duty as offered by the City in accordance with the "Industrial Injuries Modified Duty Program "

g. Supervisors of employees who are injured on the job shall:

- Investigate all industrial injuries to determine the cause of the injury and how it can be prevented in the future
- Complete the "COG Injury/Accident Report" and "Employer's Report of Industrial Injury" forms and send or fax to the Risk & Safety Analyst within twenty four (24) hours of notification of the injury
- Send or fax all work status reports immediately upon receipt to the Risk & Safety Analyst
- Provide modified duty assignments in accordance with the City's "Industrial Injuries Modified Duty Program"

h. The Risk & Safety Analyst shall:

- Process the "COG Injury/Accident Report" and "Employer's Report of Industrial Injury" forms
- Assist in the placement of employees in accordance with the City's "Industrial Injuries Modified Duty Program"
- Administer the City's Supplemental Pay Benefit

10. Jury/Witness Duty

a. All regular status employees should consider being called to serve as a juror or witness on behalf of the government, as an obligation required in our democratic society. When so serving, the employee shall receive his/her regular pay during the time of actual duty.

b. Upon receipt of notification from the Clerk of the Court, the supervisor or department director needs to be notified immediately

c The employee needs to be allowed sufficient time to reach the place of jury/witness duty

d. If dismissed from jury/witness duty during their normal working hours, the employee shall report to work without delay, and notify his/her supervisor of the time dismissal

e. Any remuneration received by the employee from the Court (e.g., jury duty pay, mileage) may be kept by the employee.

11. Leave Without Pay

a Regular status employees may request Leave Without Pay by submitting a request in writing to their department director. The department director will consider the impact of the Leave Without Pay request based upon the ability of the department to provide a quality level of service. If the request can be accommodated, the department director shall approve the leave request

b. Requests must be made in full day increments and may be made for one or more days, but will not normally exceed one full workweek in a two-week pay period. Requests for more than one full week at any one time must be approved by the City Manager or designee

c An exception to this is that for non-exempt employees on alternate work schedules, the department director may approve the use of Leave Without Pay on an hourly basis in lieu of vacation leave to accommodate holiday absences. For example, when a holiday for a non-exempt employee who works four 10-hour days falls on a workday, the employee will be paid for an 8-hour holiday If the employee has the holiday off, they will be allowed to charge two hours of Leave Without Pay and, if no overtime has been worked for the workweek, will be paid for 38 hours

d Leave accruals will discontinue at the point an employee goes on Leave Without Pay and will commence when they return to work

e If Leave Without Pay is approved for a full two-week pay period, health, dental, and life insurance for dependent coverage will be discontinued unless the employee pays the premium.

12. Medical Leave of Absence

a. Employees who do not qualify for FMLA may apply for a Medical Leave of Absence. Employees who have exhausted their FMLA leave may be placed in a Medical Leave status This leave is unpaid, however accrued

time leave (sick, vacation and comp time) may be used in conjunction with such leave. Employees must provide Human Resources & Risk Management with a medical certification from their treating physician to be placed on Medical Leave. Subsequent recertification may be required

b. The employee must:

- Give as much notice as possible to the Supervisor prior to taking leave
- Get the medical/supporting documentation for the leave to Human Resources & Risk Management by the date specified in the notice received from Human Resources & Risk Management
- Complete his/her timesheet by going to https://myhr glendaleaz.com and enter their time accordingly unless incapacitated and/or without Internet access
- Periodically report the status of his/her condition and intent to return to work to his/her supervisor (e g. approximate time to return to work, possible work restrictions, etc.)
- Before returning to work after self-care, provide a work release from their health care provider to Human Resources & Risk Management attesting that they are able to resume work

c. The employee's supervisor:

- Shall verify employee eligibility when the employee requests leave
- Shall forward a Personnel Action Form and any additional information to Human Resources & Risk Management both when the employee is placed on and then returns from the Medical Leave of Absence
- May update the employee's timesheet on behalf of the employee
- Must review HR Policy # 505 DRUG, ALCOHOL AND SUBSTANCE ABUSE to determine if the employee is required to take and pass a drug test prior to the employee's return to work if the employee is in a job classification that requires a CDL and/or in a position considered to be Safety Sensitive

d Human Resources & Risk Management shall:

- Notify employees of their rights, responsibilities and benefits while on Medical Leave of Absence
- Communicate to the employee's supervisor the status of the employee's request for Medical Leave of Absence
- Send a determination letter to the employee regarding the status of his/her Medical Leave request
- If the employee is on Medical Leave for his/her own medical condition, obtain a medical release from the employee in order for the employee to return to work

e. If paid leave is used, an employee's insurance premiums will be deducted from his/her paychecks. If leave is unpaid and the employee has been on leave over twelve (12) weeks, an employee will be responsible for his/her insurance premium in its entirety through COBRA

f. Medical Leave Timeline

- An employee who is unable to perform the essential functions of his/her job as evidenced by medical documentation, may be placed on a Medical Leave status. The employee may be on a medical leave status for a maximum of twelve (12) months. This time is cumulative based on one accident, illness or event
- During the first six (6) months of the medical leave absence, the employee is guaranteed the right to return to his/her position or a similar position
- During the seventh to twelfth month, the employee is not guaranteed the same or similar position. If the employee is released to return to work, he/she may be placed in a position which is vacant for which the employee qualifies. If the employee is still unable to return to work, the employee can continue on leave or continue to be on a modified duty assignment (if applicable)
- If the employee is unable to return to work after the twelfth month of absence, the employee will be separated from the City for medical reasons and, if applicable, assume the appropriate retiree status. The employee may apply for any future open-competitive position for which the employee is qualified

13. Military Leave

a. Military Leave is available for those employees performing uniformed military service. In accordance with the Uniformed Service Employment and Reemployment Rights Act ("USERRA"), those individuals who are called for military service can be reemployed with their civilian employer if the individual has performed five (5) years or less of cumulative military service

b. The normal work time spent on duty will be compensated at the employee's full rate of base pay. This rate shall be calculated by using their base military rate of pay. If the employee's base military pay is less than that of their base pay, the City will make up the difference to "make whole" the impacted employee's salary to minimize any financial hardship the employee may endure during deployment.~~regular rate of pay for any two rolling consecutive federal fiscal years (October 1st – September 30th).~~

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~~b.~~c. The maximum number of hours that the employee can use for military ~~pay~~leave is 320 hours per fiscal year or 416 hours per fiscal year for Fire personnel on a 52-hour schedule. Any hours not utilized within the fiscal year shall be forfeited and not carried over to the following fiscal year.~~during the two year rolling federal fiscal cycle are as follows:~~

- ~~240 hours for non-represented employees~~
- ~~320 hours for Police Officers and Police Sergeants~~
- ~~372 hours for Fire personnel on a 52-hour schedule~~

~~c.~~d. In order to receive Military Leave pay, the employee must submit a copy of his/her military orders or drill schedule to Human Resources & Risk Management along with a Military Leave form. The supervisor must submit a Personnel Action form and any additional information to Human Resources & Risk Management.

~~d.~~e. There will be no loss of seniority, rate of pay, accrued sick/vacation leave, compensatory time, or service credits used in determining pay, accrual rates, work assignments or any employment status provisions while on Military Leave.

~~e.~~f. After an employee has exhausted his/her City-paid military leave time, he/she may elect to use his/her vacation or compensatory leave banks to supplement his/her military pay. If the employee chooses not to use available vacation or compensatory time, his/her leave banks will be frozen until he/she returns to work. While in an unpaid leave status, employees on military leave do not accrue paid leave benefits; however, their rate of leave accrual will continue to advance.

~~f.~~g. If the employee is on an extended Military Presidential Call-up (i.e. deployment) and has exhausted his/her military leave pay, the employee can request to be paid the difference between their military pay and their regular pay as an employee. In order to exercise this option, the employee must be compensated more with the City than through the military. The intent of this compensation is to make the employee "whole". All military pay (e.g. hazardous duty pay, hardship duty pay, housing allowance, etc.) is included in the calculation of the differential pay. A copy of the employee's Leave Earnings Statement is required to be paid the differential.

~~g.~~h. The employee must report back to work for reemployment in a timely manner and will be reinstated to the same or similar position upon return from military service.

14. Sick Leave

a. All regular status employees shall accrue 0554~~6125~~ hours of Sick Leave benefits per-hour-paid. Sick Leave will not accrue for overtime hours worked or for hours paid under Exceptional Disability leave

b Eligibility to use sick leave benefits shall commence after completion of one month of regular status employment The City may, in its discretion, require a doctor's verification of the need for sick leave. The City reserves the right to refer any employee to any doctor designated by the City in determining whether or not sick leave shall be paid.

c. Sick leave will be charged to the employee's leave time on an hour-for-hour basis. Should an employee exhaust all accrued sick leave, accumulated vacation leave and compensatory time may be used with approval from the employee's supervisor and Human Resources & Risk Management.

d. Leave for preventive care or to care for an ill or injured immediate family member (as defined under FMLA) may be charged to sick leave. The City may, in its discretion, require a doctor's verification of the need for leave to care for an ill or injured immediate family member. The length of leave to care for an immediate family member shall be limited to the leave time permitted under the FMLA. An employee who has exhausted accrued sick leave may request to use accrued vacation time if leave is still necessary (as determined by doctor verification) and the total leave time has not exceeded the time permitted under the FMLA.

e. Methods for the calculation and payment of sick time may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.

f. Attendance Incentives

- Sick Leave Cash In Option: During April and October of each year (the "cash in month"), employees who meet the eligibility requirements below, may elect to cash in a portion of their sick leave balance In order to elect to cash in unused sick leave, an employee:

  (a) Must submit a request to Human Resources & Risk Management no later than the last day of the month preceding the cash in month for a report verifying the maximum number of hours the employee is eligible to cash in. This amount shall be calculated by subtracting the number of sick leave hours used (if any) by the employee during the twelve (12) month period preceding the cash in month from the total amount of sick leave hours accrued by the employee during that same period. The employee's remaining sick leave balance (after deducting the number of

hours eligible to cash in) must be no less than the maximum number of hours the employee is eligible to accrue over a twelve (12) month period

(b) Must submit an Attendance Incentive Program form to Payroll indicating the number of hours the employee wishes to cash in along with a copy of the report received from Human Resources & Risk Management indicating the maximum number of hours the employee is eligible to cash in no later than the dates listed on the form for that cash in month

(c) Will be paid one-third (1/3) of his/her average hourly wage for last thirty six (36) months for each hour of accrued leave he/she requests to cash in.

(d) The payment will be included on a regular paycheck and is subject to regular payroll taxes and deductions

(e) NOTE: The amount of paid leave time available to an employee under the Exceptional Disability Leave benefit shall be reduced by the amount of sick leave hours cashed in during the twelve (12) months prior to the request for Exceptional Disability Leave benefits.

- Sick Leave Payout at Resignation: An employee who resigns, not dismissed for cause, with five or more years of continuous City service shall be paid for accrued sick leave based on one-third (1/3) of the employee's hourly wage (average for last 36 months) for each hour of accrued sick leave.

- Sick Leave Payout at Retirement: Upon retirement, the accrued sick leave of a regular-status employee with ten or more years of continuous City service shall be paid into a Retiree Health Savings (RHS) account in accordance with the provisions outlined in this policy.

15. Vacation Leave

a All regular status employees shall accrue annual vacation leave on a per-hour-paid basis as outlined below Years of service will be based upon continuous tenure from the current start date of regular status employment.

Years of Service	Non-Exempt Employee	Exempt Employee
0–59	.05546125	.06662557750

months~~through 4 years~~ (less than 5 years)		
60-119 months (5-10 ~~through 9~~ years)	.06~~557750~~	.07650~~069250~~
120+ months (10+ ~~or more~~ years)	.09~~580750~~	.09500~~080750~~

~~b. Methods for the calculation and payment of vacation leave may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.~~

~~c.~~b. Vacation leave will not accrue for overtime hours worked.

~~d.~~c. Eligibility to use vacation shall begin after completion of one month of regular status employment.

~~e.~~d. Vacation will be charged to the employee's leave time on an hour for hour basis.

~~f.~~e. The vacation accrual limits are as follows:

- ~~360~~ 400 Hours For 40 Hour Per Week Employees
- ~~468~~520 Hours For 52 Hour Per Week Employees
- ~~270~~300 Hours For 30 Hour Per Week Employees
- ~~160~~200 Hours For 20 Hour Per Week Employees

~~g.~~f. All vacation time which would normally accrue after having attained the accrual limit shall be forfeited

~~h.~~g. If a department is experiencing an unusual workload and the taking of a vacation would result in hardship to the department, the department director may request an exception to the employee's accrual limit be granted and shall submit such request to Human Resources & Risk Management for approval. No exception shall exceed six months in any twelve-month period.

~~i.~~h. Vacation leave should be requested in a timely manner as determined by the department director so other operating and work flow adjustments can be made. The department may or may not grant the use of the vacation leave for a particular time based on operating and staffing level considerations. Leave is requested and approved according to departmental procedure.

~~j.~~i. Separating employees will be compensated in their final check for all unused vacation leave accrued Upon retirement, a portion of an employee's vacation accruals may be deposited into a Retirement Health Savings (RHS) account in accordance with the provisions outlined in Section A of this policy

~~k.~~j. Vacation leave may be donated to other employees who may be in need and have no remaining sick leave, vacation leave, compensatory time accruals, and exceptional disability leave. The following stipulations apply:

- Vacation leave may be donated by any regular status employee to any other regular status employee who has exhausted all of their leave accruals (sick, vacation, and compensatory time) and exceptional disability leave because of: (1) a condition covered by the Family Medical Leave Act, as verified by a doctor, of the employee; or (2) a serious health condition, as verified by a doctor, of an immediate family member of the employee
- The employee donating their vacation time must have at least 40 hours remaining after the donation
- An employee who desires to donate hours must complete and sign a Vacation Time Donation form. The employee must indicate the number of hours donated and to whom, and submit it to the donating employee's department director or designee for approval
- Once approved, the department director or designee will forward the form to Human Resources & Risk Management for final approval. Once Human Resources & Risk Management approves the vacation donation request, it is sent to Payroll for processing
- Donated hours will be credited from the date the receiving employee exhausted his/her leave accruals and exceptional disability leave
- A doctor's release to return to duty (with or with out restrictions will serve as the point when donated vacation leave will no longer be permitted to be used
- Payroll shall ensure that donated hours are used as needed by the employee receiving the donations. Any unused donated hours will not be charged to the donating employee's accrual bank In the event more than one individual donated leave the last effected pay period, Payroll will split the hours proportionately based on their leave donation
- It is Payroll's responsibility to inform donating employees about their unused donated hours

CITY OF GLENDALE

Human Resources Policy No. 513

Title: **Discipline**

Effective Date: **7/1/2000** Revised: **07/01/2014**

Contact: Human Resources & Risk Management Department – (623) 930 2270

I. **PURPOSE**

The City will establish a disciplinary process to assure a fair and consistent procedure for the prevention, correction, and discipline of employee performance and behavioral deficiencies. This system emphasizes the prevention, identification, correction, and resolution of employee performance deficiencies

II. **PROCESS**

A. **Covered Employees**

This policy applies to all City employees, unless otherwise specified in the governing Memorandums of Understanding for represented employees.~~All full-time and part-time regular status employees and all grant-funded employees.~~

B. **Employee Standards of Performance**

Every employee shall maintain high standards of performance, including cooperation, efficiency, and ~~economy~~ fiscal responsibility in his or her work for the City Every employee is responsible to be knowledgeable of City policies and to ~~for~~ correct~~ing~~ any deficiencies in his or her performance

C. **Responsibilities**

Supervisors are responsible for maintaining and applying knowledge of City policies, as well as identifying, evaluating, and instituting measures to correct performance deficiencies Supervisors are expected to utilize the following prevention strategies:

1. Communicate and explain the City's expected performance and behavioral standards.
2. Provide employees training, recognition, and feedback on performance standards.
3. Conduct periodic performance reviews and appraisals.
4. Communicate and explain the City's Disciplinary System.
5. Consult with Human Resources & Risk Management regarding consistent organizational practices.

~~5.~~6. Apply appropriate disciplinary measures

D. Grounds for Discipline

Discipline shall be based on "just cause". Just cause for disciplinary action shall be defined as performance deficiencies which include, but are not limited to, neglect of or failure to perform assigned job duties, interference with other employees' efforts to perform their assigned job duties, violation of federal, state or local laws, and violation of City and departmental policies, procedures, regulations and directives

In identifying and analyzing a performance deficiency, the supervisor will determine the severity of the deficiency in order to administer the appropriate disciplinary action. When determining the appropriate disciplinary action, the supervisor should consider the individual circumstances of the situation including, but not limited to, the following factors:

1. Seriousness and consequences of the performance deficiency
2. Consistent organizational practices
3. Employee's previous work performance
4. Employee's previous disciplinary action for performance deficiencies
5. The disciplinary action that would be most effective in correcting the employee's performance deficiency

E. Administrative Leave

Administrative leave describes an employee's work status when they are temporarily relieved of their normal job responsibilities, continue to receive regular pay and benefits, and are required to remain at home and considered to be on duty during specified work hours. A department director, in consultation with Human Resources and Risk Management, may place an employee on administrative leave for any circumstance which warrants removing the employee from the workplace. It shall be communicated to the employee 1) that they are being placed on administrative leave; 2) the reason for being placed on leave; 3) the requirement for the employee to be available for contact with City management; 4) the need for the employee to return all City property upon being placed on leave (keys, badges, electronic equipment, access cards, etc.); and 5) that their access to the City network will be disabled during this leave.

~~E.~~F. ~~Disciplinary~~ Performance Deficiencies

~~Disciplinary p~~Performance deficiencies fall into two categories, ~~serious deficiencies~~minor deficiencies and major deficiencies. The following categories describe the most common types of deficiencies and are not intended to be an all-inclusive list. The disciplinary action taken should be appropriate to the severity of the performance deficiency, its frequency, and its consequences. A punitive disciplinary action need not necessarily be preceded by corrective action.

1. **~~Serious~~ Minor ~~deficiencies~~Deficiencies**

These are acts ~~not involving~~which do not involve any question of trust or honesty. They do not pose a threat to the orderly City operations and they do not endanger the health, welfare, or safety of employees or other individuals These deficiencies should normally be handled through corrective disciplinary actions. Examples include, but are not limited to:

- Minor Insubordination
  - Disrespect toward supervisory or other authority
  - Disorderly conduct causing disruption of work unit or task
  - Disregard, omission or neglect of duties
- Instances of tardiness or unexcused absenteeism or failure to report to work
- Abuse of meal or rest periods
- Out of required uniform
- Improper dress or untidiness in person, clothing or work habits
- Minor job performance deficiencies

2. **Major Deficiencies**

These acts involve questions of trust or honesty, constitute a threat to the orderly City operations or pose a threat to the health, welfare or safety of employees or other individuals. Major deficiencies should normally be handled through punitive disciplinary actions Examples include, but are not limited to:

- Continued performance deficiencies after previous disciplinary action
- Major Insubordination
  - Disobedience or refusal to obey a reasonable order or direction
  - Neglect or carelessness resulting in injury or damage
  - Promoting work unit insubordination
  - Continued incidents of minor insubordination
  - Abusive, hostile, aggressive, disrespectful or offensive conduct toward supervisors or City management.
- Conduct unbecoming of a City employee
  - Abusive attitude, language or conduct, toward employees or the public
  - Abuse of authority over employees or the public
  - On or off duty conduct which may bring discredit to employees of the City
- Violation of safety laws, regulations, or guidelines
- Negligence or careless job performance

- Negligence with, or loss of, City property or equipment
- Misuse or inappropriate use of electronic communication system or networks, i.e., internet, saving or forwarding inappropriate materials on the network, or other similar activities
- Violation of equal employment opportunity laws, policy, procedures, regulations and directives
- Participation in City political activities, other than expressing a private opinion, signing a petition or voting
- Retaliation against another employee for bringing illegal activities to light ("whistle blowing")
- Conduct involving dishonesty or untruthfulness
- Willful and unauthorized removal and control of property belonging to, or in possession of, the City, an employee, or the public
- Misappropriation, theft or conversion of property belonging to, or in the possession of, the City, an employee, or the public
- Unauthorized possession, use, consumption, abuse, manufacture, distribution, or dispensing of alcohol, illegal drugs, or other substances while on duty, during the scheduled work day or on City property
- Being under the influence of alcohol, or illegal drugs, or other substances while on duty, or during the scheduled work day
- Unauthorized physical restraint or contact, or verbal or physical attack upon another employee or any other person or the attempt to do so, while on duty, or during the scheduled work day
- Willful, knowing, or reckless falsification or omission of records, reports, forms, information, or any other document submitted by an employee
- Conduct which is a violation of public policy or trust, or is corrupt
- Criminal activity which jeopardizes effective or efficient business practices or poses a threat to the safety or security of persons or property
- Disclosure of confidential information that is either defined by laws as confidential or is designated confidential by the City
- Improper use of position, character or confidential information for personal benefit (the benefit may be financial or any other benefit) or for the benefit of others
- Conduct, which is a conflict of interest or a conflict in the performance of duties
- Preferential treatment of individuals or firms
- Unauthorized display or discharge of firearms, deadly weapons, dangerous instruments, or harmful weapons while on duty or while on the work site, at any time

- Abandonment of one's position for three (3) or more consecutive workdays
- Misuse or inappropriate use of City personnel, property or equipment
- Failure to obtain and maintain required licenses and certifications
- Failure to disclose information that may impact one's ability to perform their job responsibilities
- Sleeping on the job
- Tape recording in the workplace or while on duty without the permission of the individuals being recorded, except in the course of official City business
- Photographing individuals in the workplace or while on duty, without their permission, except in the course of official City business
- Racial slurs, derogatory comments, prejudicial statements or actions that may negatively incite others
- Engaging in any conduct which results in the loss, revocation, or restriction of any privilege required of an employee in order to perform their job responsibilities
- Acts of fraud including, any willful or deliberate act committed with the intention of obtaining an unauthorized benefit, such as money or property, by misrepresentation, deception, or other unethical means

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~~F.~~G. Administration of Discipline

The seriousness and consequences of the performance deficiency determine the type of disciplinary action taken.

1. **Corrective Actions**

   a. **Purpose**

   These actions are intended to correct, prevent, and document serious deficiencies.

   b. **Types of Action**

~~2. Types of Action~~

i. Verbal Counseling ~~and/or Memo of Expectation~~- A discussion to explain a performance deficiency and emphasize expected performance standards.

ii. Memo of Expectation – A written notice to document a performance deficiency and define expected performance standards.

iii. Memo of Correction – A written notice requiring the need for immediate and sustained improvement in performance to expected standards.

iv. Written Reprimand – A written notice to an employee stating that a performance deficiency exists or that a violation of work rules has taken place. The contents of the notice must also be verbally

explained to the employee in person. A written reprimand is appropriate when a number of related or unrelated performance deficiencies have occurred or when previous corrective actions have not been effective or when a violation of rules, policies, and/or directives has occurred.

~~i.~~v. Employee Decision-Making Leave with Pay – Paid leave during which an employee shall be instructed to make a decision regarding whether or not he/she will correct communicated performance deficiencies and meet the City's expected standards of performance or those described in the employee's Performance Management Core Competency and Goal Review Plan. The employee shall be instructed that upon return, he/she must communicate verbally and in writing to his/her Department director whether they will meet expected standards or leave the City's employment. This leave shall not exceed one (1) working day.

~~A discussion to explain an actual performance deficiency and emphasizing expected standards followed by a written documentation of the verbal counseling and Memo of Expectation.~~

~~a. Memo of Correction~~

~~A written notice requiring the need for immediate and sustained improvement in performance to expected standards.~~

~~b. Written Reprimand~~

~~A written notice to an employee stating that a performance deficiency exists or that a violation of work rules has taken place. The contents of the notice must be explained to the employee in an interview. A written reprimand is appropriate when a number of related or unrelated performance deficiencies have occurred or when previous corrective actions have not been effective or when a violation of rules, policies, and/or directives has occurred.~~

~~c. Employee Decision Making Leave With Pay~~

~~The employee shall be instructed to make a decision during this "decision-making" leave on whether he or she will correct each performance deficiency and meet the City's expected standards, as described in the employee's Performance Management Core Competency and Goal Review Plan. The employee shall be instructed that upon return, he or she must tell the supervisor whether the employee will meet the expected standards or leave the City's employment. This leave shall not exceed one (1) working day.~~

c. **Memo of Correction, Written Reprimand, and Decision Making Leave With Pay shall include:**

i. Reason for the corrective action reflecting each performance deficiency and its impact upon the City, its employees or the public

ii. Reference to any prior corrective or disciplinary actions

iii. The expected performance standard and a time frame for achieving the standard

iv. A general indication of the consequences if there is not immediate and sustained improvement

d. Authority

The immediate supervisor or department director may implement counseling, a memo of expectation or memo of correction. ~~They~~ These actions do not require the department director's signature. The written reprimand and decision-making leave with pay shall be approved and signed by the department director or designee

Action	Approval Signatures
Memo of Expectation or Memo of Correction	Supervisor or Department Director
Written Reprimand	Department Director or Designee

e. Recordkeeping

i The written documentation of the verbal counseling and Memo of Expectations shall be placed in the employee's department file and a copy shall be given to the employee.

ii. The memo of correction, written reprimand, and the decision making leave with pay shall be placed in the employee's department file Additional copies shall be given to the employee and Human Resources & Risk Management for the employee's official personnel file.

~~ii.~~iii. Records of these actions may be removed from the employee's official personnel file if sustained performance/behavior improvement has been observed for one (1) year after the action. The purging of a corrective document is not automatic and requires the department director's approval. It is the employee's responsibility to request, in writing to the department director, removal after one year. This will be done after consultation between the department director and Human Resources & Risk Management.

f. Employee Due Process Rights

i. Corrective actions do not require a notice of intent, are not appealable to the Personnel Board, and are not grievable under the City's grievance procedure.

~~i.~~ii. Upon receipt of the corrective action, employees have ten (10) calendar days to respond in writing. The response will then become part of the action

2. **Punitive Disciplinary Actions**

a. **Purpose**

These actions are intended to record, discipline and/or correct major performance deficiencies.

b. **Types of Action**

~~i. Suspension Without Pay~~

i Suspension Without Pay - This action may be taken for major deficiencies to permit the employee and the City to evaluate the future course of the employment relationship. Exempt and non-exempt employees may be suspended without pay for a minimum of eight (8) hours. No suspension without pay shall exceed forty (40) working days or three hundred twenty (320) working hours.

~~ii. Involuntary Demotions~~

ii. Involuntary ~~demotion~~ Demotion - ~~is t~~The placement of an employee, as a result of a disciplinary action or performance deficiency, in a classification assigned a lower pay range. This action may be taken for an employee who is unwilling or unable to perform his or her assigned duties at expected performance standards or is able to perform the assigned duties of a lower classified job at expected performance standards. The employee shall be placed in the new classification range and their salary shall be reduced by 5%. Their salary shall not exceed the maximum rate nor be lower than the minimum rate for the new lower pay range. In the event a 5 % reduction results in the new salary exceeding the range maximum, the employee's salary will be further reduced to the range maximum of the new lower pay range.

~~iii.~~

~~The employee shall be placed in the new classification range and their salary shall be reduced by 5%. Their salary shall not exceed the maximum rate nor be lower than the minimum rate for the new lower pay range. In the event a 5 % reduction results in the new salary exceeding the range maximum, the employee's salary will be further reduced to the range maximum of the new lower pay range.~~

~~iv. Disciplinary Probation~~

~~v.~~iii. Disciplinary Probation - This measure will return the employee from regular to probationary status. It may be assessed against an employee for serious or major performance deficiencies that have not been corrected after other disciplinary measures have been implemented. It

may also be assessed against an employee for major performance deficiencies regardless of prior discipline.

a. The disciplinary probation period shall be for six (6) months. The employee's department director, in consultation with Human Resources & Risk Management, may adjust this period as may be reasonably warranted. There is no requirement that this measure be used in any specific situation or that it be implemented prior to any disciplinary measures, including termination, when other measures are deemed more appropriate.

b. During the probation period, the employee's performance or behavior shall be closely monitored in an effort to effect improvement or change and to assure that the performance or behavior leading to the discipline is not repeated. As with all probationary employees, an employee on disciplinary probation is an at-will employee and may be terminated for any reason, regardless of the cause and without any recourse to grievance or appeal procedures Therefore, if any new problems or performance deficiencies arise during a disciplinary probation period, regardless of their relationship to the circumstances that gave rise to the assessment of disciplinary probation, termination or other discipline may be assessed without any recourse to grievance or appeal procedures

~~vi. Termination~~

iv. Termination - Termination is the permanent involuntary separation of an employee from employment as a disciplinary measure

c. **Authority**

A department director, designee, or higher authority shall take these actions Human Resources & Risk Management shall review all punitive disciplinary actions, before they are served on the employee.

d. Employee Due Process Rights

i. Notice of Intent

Punitive disciplinary actions require notice of intent and opportunity for the employee to respond to the charges prior to taking the intended punitive disciplinary action All intended punitive disciplinary action shall be written and presented to the employee. The notice shall include:

1 Notice of intended disciplinary action.

2 Reasons for the action, including a statement of the particular facts, which evidence each performance deficiency, and identification of each performance deficiency.

3. A list of exhibits ~~and witnesses~~ supporting the statement of facts.

4. A notice to the employee of his or her option to respond to the department director, verbally or in writing, challenging the intended action, within seven (7) calendar days of the date of the notice of intent.

ii Notice of Disciplinary Action

After consideration of any employee response to a Notice of Intent and decision to effect the action, a Notice of Disciplinary Action shall be written and presented to the employee. The notice shall include:

1. Notice of the effective date of the action

2. Reasons for the action, including a statement of the particular facts, which evidence each performance deficiency, and identification of each performance deficiency.

3 A list of exhibits ~~and witnesses~~ supporting the statement of facts not previously provided in the Intent document.

4. A notice to the employee of his or her right to appeal the action to the City's Personnel Board, by submitting a request in writing to Human Resources & Risk Management within fourteen (14) calendar days of receipt of ~~the notice~~ Notice of ~~disciplinary~~ Disciplinary ~~action~~Action

iii. Right to Representation

Represented employees who choose to respond to a disciplinary action may have a representative present during their meeting with the department director. The representative shall act only as an observer Unless agreed to by the department director, in consultation with Human Resources & Risk Management, the representative shall be from the City and shall not be an attorney

In accordance with A.R.S. § 38-1101, if the City reasonably believes an interview with a Law Enforcement Officer could result in dismissal, demotion or suspension, that Law Enforcement Officer shall be permitted reasonable breaks of limited duration during the interview to consult by telephone or in person, with others, including an attorney, who are immediately available.

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At the conclusion of the interview, the Law Enforcement Officer is entitled to a period of time to consult with their representative, including an attorney, and make a statement not to exceed five (5) minutes addressing specific facts or policies that are related to the interview.

e. **Recordkeeping**

i. Recordkeeping for punitive disciplinary actions must comply with all employee due process rights. The department director or designee shall present a copy of all notices of punitive disciplinary action to the employee, and forward the signed original to Human Resources & Risk Management for the employee's official personnel file

ii. In matters of punitive disciplinary actions involving Law Enforcement Officers, information related to that discipline shall be maintained confidential and shall not be placed in the Officer's official personnel file until the action becomes complete. The action will not be deemed complete until the conclusion of the discipline process, including the appeal process, if applicable.

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~~ii.~~iii. Records of these actions may be removed from the employee's file if sustained performance/behavior improvement has been observed for five (5) years after the disciplinary action. The purging of a punitive disciplinary document is not automatic and requires the department director's approval It is the employee's responsibility to request, in writing to the department director, removal after five (5) years This will be done after consultation between the department director and Human Resources & Risk Management.

f. **Appeal Rights**

i Suspensions without pay for more than one working day (non-sworn) and eight (8) working hours (sworn), involuntary demotions, disciplinary probation, and terminations are appealable to the Personnel Board in compliance with the employee's due process rights

ii. The employee may file a written notice of appeal with Human Resources & Risk Management within fourteen (14) calendar days of receipt of the disciplinary action. Failure of the disciplined employee to file a written notice of appeal within the designated time will serve as a waiver of all further procedural due process rights, including the right to a hearing relative to the disciplinary action

g. Appeal Hearing Procedure

i. Within thirty (30) calendar days of the receipt of notice of appeal, Human Resources & Risk Management shall set the date of the Personnel Board Hearing. This hearing date shall be within a reasonable time from the receipt of the notice of appeal and will not exceed one hundred twenty (120) calendar days from the notice of appeal unless an extension is granted by Human Resources & Risk Management for good cause. Termination appeal hearings may supersede previously scheduled hearings of a lesser magnitude.

ii At the hearing, the employee must appear personally and may produce evidence Legal counsel may represent the employee, provided the employee or legal counsel notifies Human Resources & Risk Management of such representation not less than fourteen (14) calendar days prior to the hearing.

iii. The Personnel Board Hearing will be conducted in accordance with the Personnel Board Process and Procedures

iv. The case for the disciplinary action shall be presented by the City Attorney's Office if counsel represents the employee. If counsel does not represent the employee, the City Attorney's Office shall serve as advisor to the department director or designee, who shall present the City's justification for taking the disciplinary action

v. The hearing shall be informal, intended to be non-adversarial, and is not bound by formal rules of evidence.

vi. The Chair of the Personnel Board or designee may grant continuance of the hearing only for good cause shown and only one continuance will be granted per party Continuance requests shall be received by the Personnel Board Chair or designee no later than seven (7) calendar days prior to commencement of the hearing.

vii. A record of the disciplinary action shall be included in the minutes of the hearing.

viii The order of proof in any hearing shall begin with the City presenting evidence supporting the actions, followed by the employee's production of evidence in his or her defense, and shall end with rebuttal by the City

ix The employee or the employee's attorney may request the Personnel Board to require other employees to attend and testify at the hearing. Any such request must be submitted in writing to Human Resources & Risk Management no later than fourteen (14) calendar days prior to the commencement of the hearing. The request must identify the employees requested to attend and a statement as to the substance and relevancy of the information or testimony to be solicited from each individual employee. The Chair of the Personnel Board shall be provided with all such requests and shall have the authority to order any employee who may have relevant information to attend the hearing and testify

x. The employee or the employee's attorney may request the City to produce documents other than those provided to the employee in the notice of intent to take disciplinary action or the notice of the disciplinary action Any such request must be submitted in writing to Human Resources & Risk Management no later than twenty-one (21) calendar days prior to the commencement of the hearing. The request must identify with specifiCity the documents requested and contain a statement as to the substance and relevancy of each such document requested.

xi The City may object to the production of any document requested by filing a written objection with Human Resources & Risk Management not more than fourteen (14) calendar days after the receipt of the request from the employee or the employee's attorney. The Chair of the Personnel Board shall be provided with all such requests and objections to such requests, and shall have the authority to order the production of relevant documents requested by the employee or the employee's attorney.

xii. In any hearing conducted, the Personnel Board may require any employee of the City to attend and produce evidence Refusal of an employee to attend and produce evidence upon an order of the appointing authority, the Personnel Board, or Human Resources & Risk Management, shall subject the employee to disciplinary action. During any investigation or hearing, testimony shall be presented under oath or affirmation, and will be held confidential by all parties

h. Disposition of Appeal

Following the hearing, the Personnel Board's recommendation shall be reported to the City Manager. ~~In cases wherein t~~The Board's ~~does not sustain or partially sustains the disciplinary action, the Board's~~ finding and recommendations shall be advisory in nature, and the City Manager may affirm the original action, modify it, or modify it pursuant to the Board's recommendations. The employee's official personnel file shall reflect only the final action.

CITY OF GLENDALE

Human Resources Policy No. 517

Title: **Anti-Fraud**

Effective Date: **07/01/2014**

Contact: Human Resources & Risk Management Department – (623) 930 2270

I. PURPOSE

This policy is established to provide increased protection to the assets and financial interests of the City of Glendale, to provide a coordinated approach to the identification, investigation and resolution of fraudulent activities, to develop controls to promote consistent organizational behavior, and to increase the overall awareness of the responsibility to report fraud and reasonably suspected fraudulent activity to the appropriate City of Glendale administrators.

II. SCOPE

This policy applies to any situation of fraud or suspected fraud involving City employees, vendors, contractors, consultants, outside agencies, and/or any other parties with a business relationship with the City of Glendale. Any investigative activity conducted will be done without regard to the suspected wrongdoer's title/position, past performance, or length of service to the City.

III. PROCESS

A. Fraud Definition and Examples

1. For purposes of this policy, fraud includes any willful or deliberate act committed with the intention of obtaining an unauthorized benefit, such as money or property, by misrepresentation, deception, or other unethical means.
2. Fraud and financial impropriety may include, but are not limited to the following actions:
    - Embezzlement or other financial irregularities
    - Forgery, alteration, or falsification of documents (including checks, time sheets, travel expense reports, contractor agreements, purchase orders, other financial documents, electronic files)
    - Misappropriation, misuse, theft, removal, or destruction of City resources (including funds, securities, supplies, inventory, furniture, fixtures, equipment, intellectual property or any other asset)

- Improprieties in the handling or reporting of money or financial transactions
- Misuse of City facilities (including telephones, computers and e-mail system)
- False claims by employees, vendors, or others associated with the City of Glendale
- Receiving or offering bribes, rebates, or kickbacks
- Personal use of City property
- Accepting or seeking anything of material value from contractors, vendors or persons providing or seeking to provide services/materials to the City (except that which is permitted under HR Policy #509 - GRATUITIES)
- Conflict of interest
- Misrepresentation of facts
- Any similar or related irregularity

B. Responsibilities

1. City of Glendale administrators at all levels of management are accountable for setting the appropriate tone of intolerance for fraudulent acts by displaying the proper attitude toward complying with laws, rules, regulations, and policies. Department directors are responsible for identifying and assessing the level of the risks and exposures to fraudulent activity inherent in his or her area of responsibility. Additionally, department directors shall establish and maintain proper internal controls which will provide for the security and accountability of the resources within his or her department. All City employees are responsible for safeguarding City resources and ensuring that they are used only for authorized purposes, in accordance with City of Glendale rules, policies, and applicable law.

C. Fraud Indicators

1. The following, though non-exclusive, may indicate fraudulent financial activities:
    - Excessive number of missing or voided documents
    - Alterations of documents
    - Questionable handwriting or approval
    - Documents not numerically controlled
    - Duplicate payments
    - Unusual billing addresses or arrangements
    - Vendor's billing address is the same as employee's
    - Duplicate or photocopied invoices

D. Reporting Fraud

1. Employees and other individuals associated with the City of Glendale who become aware of, or have a reasonable basis for believing that fraud, defalcation, misappropriation or other fiscal irregularities has occurred shall promptly report the suspected activity to the City Auditor.

2 Great care must be taken in dealing with suspected fraudulent activities so as to avoid any incorrect accusations, alerting suspected individuals that an investigation is under way, violating a person's right to due process, or making statements that could lead to claims of false accusations or other civil rights violations. Any employee who suspects fraudulent activity shall report it to the City Auditor and shall not attempt to personally conduct an investigation or interview individuals suspected of being involved in the suspected fraudulent activity.

E. Investigation

1. The City Auditor has the primary responsibility for conducting investigations of fraud and suspected fraudulent activity reported to his or her office. Additionally, the City Auditor may identify and investigate any suspected dishonest or fraudulent activity, which in his or her opinion, may represent risk of significant loss of assets or reputation to the City. The City Auditor may work with internal or external departments and other law enforcement agencies, as circumstances may require.
2. In the event that the City Auditor determines that an investigation of suspected fraudulent activity is warranted, the Auditor will conduct the following procedural steps:
    - Notify the City Manager and City Attorney
    - Advise management to meet with the Human Resources & Risk Management Director to determine if any immediate disciplinary personnel actions should be taken.
    - Coordinate the notification of insurers and filing of claims with the Risk Manager. The Risk Manager is responsible for notifying bonding companies and filing bonding claims.
    - If federal funds are involved, determine the required federal reporting in cooperation with the grantee department and City Attorney
    - If illegal activity is indicated, notify the Glendale Police to coordinate an investigation
    - If illegal activity appears to have occurred, the findings will be reported to the appropriate agency for review such as the State of Arizona Attorney General. This will be coordinated with the City Attorney

F. Investigation Reporting

1. The City Auditor will review and communicate the results of any investigation with responsible management administrators. It will make recommendations for improvement to the systems of internal control, as needed. The results of investigation will also be communicated to the City Manager and City Council.
2. The City of Glendale will take appropriate disciplinary and legal action against any individual or entity who commits fraud against the City. Any employee who engages in fraudulent activity relative to the City of Glendale will be subject to

discipline, which may include, but is not limited to, discharge from employment and/or criminal prosecution under appropriate State and federal laws.

G. Whistle Blower Protection

1. In accordance with the HR Policy #513 - DISCIPLINE, any City of Glendale employee who reasonably believes that fraudulent activity has been conducted by another employee and reasonably reports the activity will not be subjected to an adverse employment action as a result of reporting the activity.

CITY OF GLENDALE

Human Resources Policy No. 518

Title: **Employees with Disabilities**

Effective Date: **07/01/2014**

Contact: Human Resources & Risk Management Department – (623) 930 2270

I. PURPOSE

The City of Glendale complies with all federal and state laws concerning the employment of persons with disabilities, including the regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC) and will not discriminate against qualified individuals with disabilities in regard to employment decisions. Furthermore, the City will participate in an informal interactive process when a request for accommodation has been made and shall treat all applicants and employees with disabilities with dignity, respect and compassion.

This policy applies to all City employees, unless otherwise specified in the governing Memorandums of Understanding for represented employees.

II. PROCESSES

A. Request for Reasonable Accommodation

1. Applicant Process

1. Any applicant may make a request for a reasonable accommodation by contacting Human Resources & Risk Management.
2. The City may inquire into the ability of an applicant to perform job related functions through a post-offer physical examination.
3. The information obtained regarding the medical condition or history of the applicant shall be treated as a confidential medical record. However, Human Resources & Risk Management may release information to supervisors or managers regarding whether the applicant meets the qualifications for the position and any necessary restrictions on the work or duties or necessary reasonable accommodations.

2. Employee Process

1. Any employee who wants to file a request for a reasonable accommodation, may file the request in writing with any of the following City employees:

- Immediate supervisor
- Any manager or supervisor within or outside the department
- The Human Resources & Risk Management Director

2. Any person receiving a request for a reasonable accommodation shall immediately notify Human Resources & Risk Management, who will assist the affected department director and the person filing the request in resolving the matter.

B. Assessment of Request

1. The City shall make reasonable accommodations to qualified individuals with a disability unless such an accommodation would create an undue hardship or pose a direct threat to the City.
2. The City may require a medical examination or inquiry of an employee as to whether the employee is an individual with a disability and/or as to the nature or severity of the disability if Human Resources & Risk Management determines such a medical examination or inquiry is job related and consistent with business necessity.
3. Before making any accommodations, the department directors must consult with Human Resources & Risk Management to determine what constitutes a reasonable accommodation and undue hardship.
4. If a "qualified individual with a disability" refuses a reasonable accommodation, the employee is no longer considered a "qualified individual with a disability."
5. The decision as to whether an employee's disability creates a direct threat to the health or safety of others that cannot be eliminated by reasonable accommodation shall be based upon information obtained from an examination by a physician designated and paid for by the City. The physician hired by the City may, with the employee's consent, consult with the employee's personal physician. The results of the examination and any information obtained shall be confidential and released only to necessary management personnel.

C. Response to a Request

1. The affected department director shall review the merit of all requests received and after consultation with Human Resources & Risk Management, respond in writing to the person requesting the accommodation.

D. Alternative Placement

1. When necessary, the City shall make a reasonable effort to place an employee who is a "qualified individual with a disability" in a vacant position (transfer or demotion) as a reasonable accommodation, only when other reasonable accommodations are not available and if a position becomes vacant and available within a reasonable amount of time.
2. Human Resources & Risk Management is responsible for meeting with the employee to explain the medical leave process and the alternative placement

program to help the employee identify positions in which the employee could qualify, with or without reasonable accommodations, considering experience, education and physical/mental limitations.

3. The employee must meet the job related qualifications of the position and be able to perform the essential functions with or without a reasonable accommodation.

4. If a reasonable accommodation is not possible in the current position, Human Resources & Risk Management shall, in cooperation with other departments, attempt to seek alternative placement (transfer or demotion) within the same or other departments. If neither option is available the employee would be placed on medical leave. See HR Policy #401 - BENEFITS

E. Responsibilities

1. **Supervisors**

   a. A supervisor's primary responsibility is to assure that quality customer service is provided through effective, efficient and satisfactory job performance.

   b. If a supervisor determines that a fellow employee's or department's reaction to an employee with a disability is adversely affecting the work unit, the supervisor shall contact Human Resources & Risk Management for assistance and guidance.

2. **Fellow Employees**

   a. Employees who become aware that a fellow employee has a disability have a responsibility to not discriminate against the employee. Employees who have a concern that a fellow employee's disability may cause a direct threat to the health and safety of others have a responsibility to express their concern to their department director or Human Resources & Risk Management.

3. **Employees with a Disability**

   a. An employee with a disability has the responsibility to maintain a satisfactory level of job performance.

F. Filing a Complaint

All employees, supervisors, and managers are expected to address any complaint immediately, seriously, and confidentially and to give an investigation top priority. Any person receiving a complaint shall immediately notify Human Resources & Risk Management.